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February 09, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 February 9, 2016


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**REQUEST FOR APPROVAL AND AWARD OF
ENTERPRISE SERVICES MASTER AGREEMENT (ESMA)
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Chief Information Officer is requesting approval to award and execute Master Agreements to provide highly technical, information technology related services in support of enterprise information technology initiatives and implementation of County information technology standards.

IT IS RECOMMENDED THAT THE BOARD:

1. With respect to the Enterprise Services Master Agreement (ESMA), approve and authorize the Chief Information Officer (CIO), or his designee, to:
 - a. Execute ESMA's, in the form substantially similar to Attachment 1, with the qualified vendors (Qualified Contractors) set forth in Attachment 2, for a term expiring five years from the date of your approval;
 - b. Execute ESMA's with new vendors as vendors become Qualified Contractors throughout the term of the ESMA, exercise the two 1-year renewal periods and, if applicable, extend the applicable ESMA automatically beyond its term where a Work Order (WO) for a critical project is issued with an expiration date of no more than 180 days past the expiration of such ESMA;
 - c. Suspend or terminate the applicable ESMA(s) for the administrative convenience of the County when a Qualified Contractor ceases to be in administrative compliance (e.g., failure to provide insurance certificates, etc.) and execute amendments to the applicable ESMA(s) should the original

contracting entity merge, be acquired, or otherwise have a change in entity; and

d. Execute amendments for new Board or Chief Executive Office (CEO) required contractual terms and conditions.

2. With respect to the services and work provided pursuant to the ESMA, approve and authorize the CIO, or his designee, to:

a. Execute change orders or amendments to add, delete, and/or replace any of the applicable exhibits of the ESMA to: (i) amend, add, and/or delete service categories as the County's technology needs change; (ii) modify the exhibits to reflect County standards and needs, and processes; and (iii) approve additional programmatic and/or administrative workflow changes (e.g., changes to the WO Solicitation process), all as needed to effectively manage the ESMA.

b. In accordance with the ESMA, conduct solicitations for applicable services from Qualified Contractors, including executing resultant WOs with Qualified Contractors, amending such WOs, including Statement of Work, if applicable, and terminating WOs, if necessary;

c. Where a WO requires the execution of a Business Associate Agreement (BAA) in the form of Exhibit H to the ESMA, execute the BAA with the applicable Qualified Contractor; and

d. Pursuant to the terms of the ESMA, amend to increase the indemnification, limitation of liability, and/or insurance clauses of the ESMA in WO Solicitations and the resulting WO where a County department and/or the CIO consider such actions in the best interest of the County in light of the services being solicited, with all such amendments subject to review and approval by County Counsel and the CEO Risk Management

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will allow the CIO to execute and administer ESMAs with Qualified Contractors for the provision of highly technical Information Technology (IT)-related services in support of enterprise IT initiatives and implementation of Board-adopted IT standards.

The ESMAs, which will replace three existing single-vendor Master Services Agreements currently administered by the CIO, will provide uniform contractual terms and conditions, and provide a greater competitive environment through project-specific solicitations within which County departments can acquire the highly technical short-term services they need at the most cost-effective rates. Long-term, general support (non-project specific) or staff augmentation IT-related services, as well as the purchase of IT-related equipment (hardware or software), are not covered by these ESMAs.

The ESMAs will be utilized to identify and select Qualified Contractors to perform under project-specific WOs in the following service categories: IT Strategic Planning and Enterprise Architecture Planning; Project Management; Requirements Analysis and Solicitation Development; Technical Consulting for Enterprise Initiatives and Board approved standards; Information Security; and Information Management and Data Integration.

The list of Service Categories may be expanded during the term of the ESMAs in order to address the County's additional IT-related service needs.

Implementation of Strategic Plan Goals

The recommended action supports the County Strategic Plan – Goal 1, Operational Effectiveness/Fiscal Sustainability, by more effectively managing County resources and establishing a Countywide sourcing agreement.

FISCAL IMPACT/FINANCING

Expenditures under the ESMA will vary from year-to-year based on the needs of County departments, who are responsible for ensuring they have adequate funding in their operating budgets prior to requesting services under the ESMA.

Qualified Contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual WO. The CIO will notify your Board of any WO that exceeds \$300,000, prior to execution of the WO, or amendment, if applicable. The ESMA program will have a \$10,000,000 annual cap. If the aggregate value of the WO during a calendar year exceeds the annual cap, the CIO will return to your Board for approval and authorization to increase the annual cap to an appropriate amount, returning in future years to the \$10,000,000 annual cap limit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed ESMA, which has been approved as to form by County Counsel, contains all the applicable Board-mandated provisions. In order to attract the widest field of vendors and in an effort to include vendors of varying sizes and experiences in the pool of Qualified Contractors, the CIO made certain changes to the County's standard terms to better align with industry practice and typical terms that would be negotiated with vendors for these types of services. The changes, discussed in greater detail below, primarily affect the solicitation methodology, indemnification, and intellectual property ownership provisions, as well as minor administrative changes to certain other provisions (e.g., GAIN/GROW). The CIO believes that these changes are necessary for the County to build and maintain a pool of Qualified Contractors for IT-related services.

Solicitation Methodology

ESMA WO Solicitations will be competitively bid to Qualified Contractors within the respective Service Category. Selection can be based on one or more of the following criteria, as specified in the WO Solicitation: (a) Cost; (b) Quality/Responsiveness of Proposal; (c) Candidates Qualifications and References; and (d) Interviews/ Demonstrations. Where evaluation criteria include anything other than cost, the ESMA requires that the solicitation be conducted using the County methodology for competitive solicitations.

Typically, WOs issued pursuant to Master Agreements are awarded to the lowest cost qualified bidder. As a result, many of the County policies applicable to the solicitation process do not apply to such WO Solicitations. As the ESMA will allow consideration of criteria other than cost, and in consideration of the County's vendor community, the ESMA includes additional terms relating to your Board's policies that apply to competitive solicitations. The methodology established in the applicable Board policies will be used in any WO Solicitation that includes evaluation criteria other than cost. For example, any such WO Solicitation would be subject to your Board's protest policy.

This approach allows County departments to both address your Board's solicitation policies and

flexibility to consider factors other than cost for WO awarded pursuant to the ESMA.

Risk Management

There are a number of adjustments to the County's standard risk management provisions. These are primarily changes to the standard indemnities and various limitations of liability.

Both the intellectual property indemnity and the general indemnity are limited to third-party liability such that the County will be indemnified solely for third-party claims. The intellectual property indemnity includes certain preagreed remedies, such as repair or replacement of the infringing deliverable.

The ESMA also includes a limitation of liability on monetary liability limited to the amount of damages up to, and including one and one-half times the total maximum amount of the applicable WO, or the insurance limits of the ESMA, whichever is greater. In addition, neither party is liable to the other for any special or indirect damages (e.g., lost profits). Finally, any liquidated damages and cost of cover (replacement services) are limited to the maximum sum of the applicable WO.

CEO Risk Management has reviewed and approved these changes.

Intellectual Property

The ESMA includes a two-pronged approach to ownership of deliverables. Each County department designates deliverables as "County IP" or "Joint IP" upon issuance of the applicable WO Solicitation.

Any deliverable designated as County IP is wholly owned by the County. Any deliverable designated as Joint IP is jointly owned by the County and the applicable Qualified Contractor. Joint ownership means that each party has the right to independently exercise any and all rights of ownership to the deliverables for any purpose; provided, however, the County has agreed to exercise its joint ownership rights for its business operations only and County will not resell Joint IP to any third-party.

Finally, the County has granted Qualified Contractors ownership of tools and residual knowledge used or gained by the Qualified Contractor in the course of providing services to the County.

Other Changes

In many cases, the ESMA sets certain minimum standards to be applied to all Qualified Contractors (e.g., background checks, warranty) while allowing each County department the option to adjust these requirements as appropriate in each WO Solicitation.

Finally, as the services being solicited pursuant to the ESMA are IT-related services, the ESMA includes additional language typically found in IT agreements. These include: (i) dispute resolution provisions; (ii) acceptance terms; and (iii) information security, including encryption and language. In addition, as the need for a BAA will be determined on a case by case basis depending on the services being solicited by each County department, Qualified Contractors are not being asked to sign the BAA upon execution of the ESMA. Where a WO requires the execution of the BAA, the applicable Qualified Contractor and County will execute the BAA before commencing work under such WO.

CONTRACTING PROCESS

On October 8, 2015, the CIO released a Request for Statement of Qualifications (RFSQ) No. CIO 2015- ESMA for the ESMA, posting the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website. In response to questions from the vendor community, the CIO issued two addenda to the RFSQ clarifying certain requirements and updating the ESMA.

By January 26, 2016, the CIO received Statement of Qualifications (SOQs) from eleven vendors. The SOQs were reviewed for compliance with the minimum mandatory requirements as set forth in the RFSQ. After careful review by CIO staff, all eleven vendors set forth on Attachment 2 (Master Agreement Qualified Contractors) were determined to be in compliance with all requirements of the RFSQ. Further, all vendors accepted the terms and conditions of the ESMA. Therefore, the vendors are being recommended for award of an ESMA to become a Qualified Contractor in one or more Service Categories. Upon your approval, the vendors will be awarded ESMAs and become eligible to bid on any WO Solicitations issued by County departments.

The ESMA RFSQ is open continuous and vendors can submit SOQs during the term of ESMA. Award of a Master Agreement does not guarantee a vendor any minimum amount of business. The County only incurs an obligation as individual WOs are issued. All Qualified Contractors can bid on WO Solicitations in the Service Categories where the Qualified Contractor has been prequalified. The WO awards will be made based on a specific set of evaluation criteria detailed in each WO Solicitation.

Generally, the evaluation criteria will include Cost, Quality of Proposal, Proposed Candidates References, and Candidates Interviews, with each criterion being given a predetermined weight factor that will be set forth in the WO Solicitation. Any WO Solicitation that considers evaluation criteria other than cost will be subject to additional County solicitation policies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure County departments receive the highly technical, short-term, cost-effective IT services they require when they do not possess those needed skills in-house.

CONCLUSION

The Executive Office of the Board is requested to return one stamped Adopted Copy of the approved Board letter to the CIO.

The Honorable Board of Supervisors

2/9/2016

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Respectfully submitted,

A handwritten signature in black ink that reads "Richard Sanchez". The signature is written in a cursive style with a long, sweeping underline.

RICHARD SANCHEZ

Chief Information Officer

RS:PL:JH:lc

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel

County of Los Angeles

Enterprise Services Master Agreement Request for Statement of Qualifications (RFSQ) RFSQ # CIO_2015_ESMA



**Prepared by
Office of the Chief Information Officer
350 S. Figueroa St. #188
Los Angeles, CA 90071**

January 6, 2016

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1.0 GENERAL INFORMATION

1.1 PURPOSE AND BACKGROUND

The County of Los Angeles (County), Office of the Chief Information Officer (OCIO or Department) is seeking qualified companies to enter into master agreements with the County to provide technical consulting services in support of enterprise information technology (IT) initiatives and implementation of County IT standards.

1.2 SCOPE OF WORK

Vendors interested in becoming a qualified contractor in one or more of the Service Categories set forth in Appendix B (ESMA Service Categories) are encouraged to submit a Statement of Qualifications (SOQ) in response to this Request for Statement of Qualifications (RFSQ). Each vendor (Vendor) demonstrating that it meets the requisite requirements for one or more of the Service Categories set forth in Appendix B (ESMA Service Categories), that accepts the Enterprise Services Master Agreement (ESMA) without exceptions, and that meets the insurance requirements set forth in Appendix D (Enterprise Services Master Agreement (ESMA)) will be awarded a ESMA and become a qualified contractor (Qualified Contractor).

Under the ESMA, each Qualified Contractor will be included, depending on demonstrated qualifications, in one or more Service Categories that describe specific information technology experience and requirements. As County work requirements arise during the term of the ESMA, Qualified Contractors in the applicable Service Categories will be solicited for bids or proposals to perform work under a work order. The only compensation made to Qualified Contractors under the ESMA will be through satisfactory work performed under a duly issued and executed work order (Work Order), in accordance with applicable County procedures.

Some significant features of this RFSQ and the resulting ESMA are as follows:

1. The terms contained in the ESMA are non-negotiable. The ESMA will be uniformly executed by all Qualified Contractors.
2. The ESMA may be amended, from time to time during the term of the ESMA, to accommodate changes in County contracting policies and procedures.
3. The ESMA will be used to expeditiously obtain key IT support services needed by various County departments.
4. Work pursuant to the ESMA will be solicited via Work Order solicitations (Work Order Solicitations) and will be solicited for projects to be performed on a Fixed Price Per Deliverable (FP/D) or Time and Material Per Deliverable (T&M/D) basis as specified in each Work Order Solicitation. **Staff augmentation for general IT support may not be solicited via the ESMA.**
5. **No hourly rates for labor or fixed prices for services and/or deliverables are required from Vendors at this time.** Hourly rates and/or fixed prices will be required when Qualified Contractors respond to Work Order Solicitations.

6. During the term of the ESMA, newly qualified vendors may be added at any time to the list of Qualified Contractors for each Service Category.
7. During the term of the ESMA, Service Categories may be added or deleted at any time, based on the County's needs and at the County's sole discretion. Qualified Contractors wishing to expand the number of Service Categories for which they are eligible may also apply at any time to be added to the lists of Qualified Contractors for new Service Categories.
8. Work Order Solicitations will be sent electronically to Qualified Contractors in the respective Service Categories and responses to the Work Order Solicitations shall be submitted electronically, unless otherwise stated in the Work Order Solicitation.

1.3 OVERVIEW OF SOLICITATION DOCUMENT

This RFSQ is comprised of the following parts:

- ▶ 1.0 GENERAL INFORMATION: Specifies the minimum qualifications, provides information regarding some of the requirements of the ESMA and the Work Order Solicitation process.
- ▶ 2.0 INSTRUCTION TO VENDORS: Contains instructions to Vendors regarding how to prepare and submit their SOQ in response to this RFSQ.
- ▶ 3.0 STATEMENT OF QUALIFICATIONS REVIEW, SELECTION, QUALIFICATION PROCESS: Explains how the SOQ will be reviewed and how Vendors will be selected and qualified for particular Service Categories.
- ▶ APPENDICES
 - APPENDIX A: REQUIRED STATEMENT OF QUALIFICATIONS (SOQ) FORMS – Includes forms that must be completed and included in the SOQ.
 - APPENDIX B: ESMA SERVICE CATEGORIES – Describes the various Service Categories and respective qualifications required for this RFSQ.
 - APPENDIX C: SAMPLE WORK ORDER SOLICITATION – A sample solicitation template that describes the objective of the project, the specific Service Category(ies) being solicited for, a general description of the scope of services to be performed, any additional minimum requirements or other qualifying information, the evaluation criteria that will be applied to the Work Order Solicitation responses and general instructions for filing Work Order Solicitation responses.
 - APPENDIX D: ENTERPRISE SERVICE MASTER AGREEMENT (ESMA) – The ESMA used for this solicitation. As previously noted, the terms and conditions set forth in the ESMA are **not** negotiable.
 - APPENDIX E: CONTRACTOR'S EEO CERTIFICATION
 - APPENDIX F: CONTRACTOR'S ADMINISTRATION
 - APPENDIX G: COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)

- APPENDIX H: DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM
- APPENDIX I: REQUEST FOR A SOLICITATION REQUIREMENTS REVIEW – Transmittal sent to the OCIO requesting a Solicitation Requirements Review as further described below.
- APPENDIX J: COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESSES – Describes a County policy
- APPENDIX K: CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE – Sets forth a County Code provision.
- APPENDIX L: DEFAULTED PROPERTY TAX REDUCTION PROGRAM – Sets forth a County Code provision.
- APPENDIX M: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY – Identifies Vendors who are not allowed to contract with the County for a specific length of time.
- APPENDIX N: SAFELY SURRENDERED BABY LAW – Describes a County program.
- APPENDIX O: IRS NOTICE 1015 – Provides information on Federal Earned Income Credit.

1.4 TERMS AND DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Where not defined herein, such terms shall be as defined in Paragraph 2.0 (Definitions) of Appendix D (Enterprise Services Master Agreement (ESMA)).

1.5 ESMA SERVICE CATEGORIES MINIMUM QUALIFICATIONS

Vendors that meet the Minimum Qualifications for specific Service Categories set forth in Appendix B (ESMA Service Categories) and as further outlined below are invited to submit a SOQ.

Appendix B (ESMA Service Categories) defines the type of service, specific Minimum Qualifications, the requisite number of engagements, and the years of experience required for each Service Category. These Minimum Qualifications are solely for the purpose of qualifying for, and being accepted as, a Qualified Contractor under the terms of this RFSQ. For each Work Order Solicitation subsequently posted under the ESMA, County may provide additional minimum qualifications and other specific requirements as applicable to the services required under the Statement of Work for which a Work Order is being solicited.

1.6 ACCEPTANCE OF TERMS AND CONDITIONS OF ESMA

Vendors understand and agree that the submission of a SOQ constitutes Vendor's acknowledgement and acceptance of all terms and conditions (as it may be updated from time to time) of the ESMA, if qualified and awarded a resultant ESMA.

1.7 ESMA PROCESS

Project specifications, tasks, deliverables, etc. will be determined at the time OCIO issues a Work Order Solicitation similar to Appendix C (Sample Work Order Solicitation) and in accordance with Paragraph 3.0 (Work) of Appendix D (Enterprise Services Master Agreement (ESMA)).

- 1.7.1 An ESMA will be executed with all Vendors determined to be qualified for a particular Service Category(ies).
- 1.7.2 Upon OCIO's execution of the ESMA's, the qualified Vendors will become Qualified Contractors, and thereafter be solicited under competitive conditions in the form of a Work Order Solicitation similar to Appendix C (Sample Work Order Solicitation) for either Fixed Price Per Deliverable or Time and Material basis bids to provide as needed IT consulting services in accordance with Paragraph 3.0 (Work) of Appendix D (Enterprise Services Master Agreement (ESMA)).
- 1.7.3 Work Orders resulting from successfully solicited Work Order Solicitations will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof.
- 1.7.4 Payment for all work shall be either on a Fixed Price Per Deliverable (FP/D)- or Time and Material Per Deliverable (T&M/D)-basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 1.7.5 The execution of an ESMA does not guarantee a Qualified Contractor any minimum amount of work or business.
- 1.7.6 The ESMA includes various Service Categories as described in Appendix B (ESMA Service Categories). Only those Contractors qualified in the specific Service Category being solicited will be contacted to submit bids during a Work Order Solicitation process.

1.8 ESMA TERM

In accordance with Paragraph 10.0 (Term of Master Agreement) of Appendix D (Enterprise Services Master Agreement (ESMA)), the term of the ESMA shall go into effect upon the date of execution by the Chief Information Officer (CIO), or his designee, as authorized by the Board of Supervisors (Board), and shall expire [five (5) years from the date of the Board of Supervisors authorization of the first ESMA or on INSERT DATE]* ("ESMA Expiration Date"), unless sooner extended or terminated, in whole or in part, as provided in the ESMA.

- 1.8.1 The term of the ESMA shall be subject to two (2) additional one-year option periods for a potential total term expiring two (2) years from ESMA Expiration Date.
- 1.8.2 Option periods will be exercised at the sole discretion of the Chief Information Officer, as authorized by the Board.
- 1.8.3 The County will continuously accept SOQs throughout the duration of the ESMA to qualify Vendors for all Service Categories. In these instances, the ESMA shall go into effect upon the date of execution by the Chief Information Officer, or his designee, as authorized

by the Board, and shall expire on the ESMA Expiration Date, unless sooner extended or terminated, in whole or in part, as provided in the ESMA, in accordance with Paragraph 10.0 (Term of Master Agreement) of Appendix D (Enterprise Services Master Agreement (ESMA)).

*The ESMA will have a fixed expiration date of five years from the Board's approval of the first ESMA. At the time of signature of the first ESMA, this RFSQ/ESMAs will be amended to insert an expiration date.

1.9 WORK ORDER SOLICITATION AND AWARD PROCESS

The comprehensive Work Order solicitation, evaluation and award processes are set forth in Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (Enterprise Services Master Agreement (ESMA)). This Section 1.9 briefly outlines the process. All interested Vendors are required to read Appendix D (Enterprise Services Master Agreement (ESMA)) in its entirety, paying particular attention to Paragraph 4.0 (Work Order Solicitation Process) and Paragraph 5.0 (Work Order Evaluation and Award Process) to thoroughly understand the process.

1.9.1 Work Order Solicitations: The specific criteria and qualifications required to qualify a Vendor for the ESMA are described in Appendix B (ESMA Service Categories) and Appendix D (Enterprise Services Master Agreement (ESMA)). Work Order Solicitations, similar in form to Appendix C (Sample Work Order Solicitation), will contain the specific service descriptions and qualifications that are required to award a Work Order to a Qualified Contractor.

Bids and proposals in response to Work Order Solicitations shall generally include the following:

- ▶ Submission of Work Order Proposal by the Bid Submission Deadline set forth in the Work Order Solicitation;
- ▶ Fixed Price Per Deliverable (FP/D) or Hourly Rate and Estimated Hours per Deliverable (for Time and Material Per Deliverable (T&M/D)) for work requested;
- ▶ Proof of each Contractor Personnel or Consultant (as defined in Appendix D (Enterprise Services Master Agreement (ESMA))) being proposed by the Qualified Contractor meeting the Minimum Qualifications of this RFSQ;
- ▶ Proof of meeting any other requirements or qualifying information specified in the Work Order Solicitation; and
- ▶ Signed written certification that Qualified Contractor is authorized to submit the bid response to the Work Order Solicitation.

The Work Order Proposal will be evaluated by the County based on the requirements in the Work Order Solicitation and in accordance with the evaluation methodology set forth in the Work Order Solicitation and Paragraph 4.0 (Work Order Solicitation Process) and

Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (Enterprise Services Master Agreement (ESMA)). The evaluation may include proposed Contractor verification of reference(s) and/or a background security investigation of proposed Contractor Personnel in accordance with Paragraph 14.6 (Background and Security Investigations) of Appendix D (Enterprise Services Master Agreement (ESMA)). Proposed Contractor, if determined qualified by the County, may be interviewed and/or requested to provide a demonstration as a component part of the evaluation process.

Successfully submitted Work Order Proposals meeting all of the minimum qualifications, if any, and evaluated in accordance with the Work Order Solicitation will be awarded a Work Order in accordance with Paragraph 5.0 (Work Order Evaluation and Award Process) of Appendix D (Enterprise Services Master Agreement (ESMA)).

- 1.9.2 Project Management: In each resultant Work Order executed, the County will identify a County Work Order Project Manager responsible for the success of the Work Order engagement. Qualified Contractors will have identified, in Exhibit D (Contractor's Administration) to Appendix D (Enterprise Services Master Agreement (ESMA)) the Project Manager who will generally be responsible for the satisfactory performance of all of the Qualified Contractor's executed Work Orders. The County's Work Order Project Manager shall, at his/her discretion, inspect any and all of the Qualified Contractor's work in progress at any time to verify progress, quality, and conformance with design specifications.

1.10 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to cancel or amend the RFSQ by written addendum at any time. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each organization which County records indicate have received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered and returned to the Vendor for completion, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.11 CONTACT WITH COUNTY PERSONNEL

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

ESMA Administrator
Office of the CIO
350 Figueroa St, #188
Los Angeles, CA 90071
Email: esmaadmin@cio.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this RFSQ, the County, in its sole discretion, may disqualify their SOQ from further consideration.

1.12 MANDATORY REQUIREMENTS TO REGISTER ON COUNTY'S VENDOR SELF SERVICE

Prior to executing an ESMA, all potential Contractors must register in the County's Vendor Self Service Portal. Registration can be accomplished online via the Internet at:

<http://lacovss.lacounty.gov>

1.13 COUNTY OPTION TO REJECT STATEMENTS OF QUALIFICATIONS

The County may, in its sole discretion, reject any or all SOQs submitted in response to this RFSQ. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive, in its sole discretion, inconsequential disparities in a submitted SOQ.

1.14 PROTEST PROCESS

1.14.1 Under Board Policy No. 5.055, Services Contract Solicitation Protest (located at <http://countypolicy.co.la.ca.us/5.055.htm#TopOfPage>), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.14.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.14.2 Throughout the review process the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.14.3 Grounds for Review – Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any OCIO determination or action should be limited to the following:

- Section 2.3 – Solicitation Requirements Review in this RFSQ; and
- Section 3.2 – Disqualification Review of this RFSQ.

1.15 NOTICE TO VENDOR'S REGARDING PUBLIC RECORDS ACT

1.15.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when OCIO recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ become a matter of public record with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.15.2 The County shall not in any way be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.16 INDEMNIFICATION AND INSURANCE

Vendor shall comply with the Indemnification provisions contained in Paragraph 43.0 (Intellectual Property Indemnification) and Paragraph 44 (Contractor Acts And/Or Omissions Indemnification) of Appendix D (Enterprise Services Master Agreement (ESMA)) and any other indemnification obligations set forth therein. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 46.0 (General Provisions for all Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (Enterprise Services Master Agreement (ESMA)).

1.17 SPARTA PROGRAM

A County program known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.18 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.19 BACKGROUND AND SECURITY

At the discretion and request of County, Contractor Personnel performing work under any Work Order may be required to undergo and pass to the satisfaction of the County, a background and security investigation in accordance with Paragraph 14.6 (Background and Security Investigations) of Appendix D (Enterprise Services Master Agreement (ESMA)), as a condition of beginning and continuing work under a Work Order. The County may request that such investigation(s) be conducted periodically during the term of any Work Order. **All Contractor Personnel requiring access to Court facilities shall undergo additional background and security investigation(s) as set forth in the applicable Work Order.**

1.20 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

Prospective Vendors shall comply with the confidentiality provision Paragraph 14.7 (Confidentiality and Security), and the independent contractor status provision, Paragraph 42.0 (Independent Contractor Status) of Appendix D (Enterprise Services Master Agreement (ESMA)).

1.21 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in SOQ Form 3 (Certification of No Conflict of Interest) of Appendix A (Required Statement of Qualifications (SOQ) Forms).

1.22 DETERMINATION OF VENDOR RESPONSIBILITY

1.22.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

1.22.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.22.3 The County may declare a Vendor to be non-responsible for purposes of the ESMA if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.22.4 If there is evidence that the Vendor may not be responsible, the applicable Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an

opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

- 1.22.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.22.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23 VENDOR DEBARMENT

- 1.23.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.23.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.23.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision which shall contain a recommendation regarding whether the Vendor should be debarred, and if so the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.23.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 1.23.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.23.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.23.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.23.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.23.9 Appendix M (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.24 VENDOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Qualified Contractors shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an ESMA or initiation of debarment proceedings against the non-compliant Qualified Contractor (County Code Chapter 2.202).

1.25 GRATUITIES

- 1.25.1 Attempt to Secure Favorable Treatment – It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of an ESMA or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of an ESMA.
- 1.25.2 Vendor Notification to County – A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.
- 1.25.3 Form of Improper Consideration – Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.26 NOTICE TO VENDORS REGARDING COUNTY LOBBYIST ORDINANCE

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in SOQ Form 4 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix A (Required Statement of Qualifications (SOQ) Forms), as part of their SOQ.

1.27 FEDERAL EARNED INCOME CREDIT

Qualified Contractors shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Refer to Appendix P (IRS Notice 1015).

1.28 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration of an ESMA, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for an ESMA.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in SOQ Form 5 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix A (Required Statement of Qualifications (SOQ) Forms), as part of their SOQ.

1.29 COUNTY'S QUALITY ASSURANCE PLAN

After award of an ESMA and subsequent Work Order(s), the County or its agent will evaluate the applicable Qualified Contractor's performance on its ESMA Work Orders on an annual basis. Such evaluation will include assessing Qualified Contractor's compliance with all terms in the ESMA and performance standards identified in the Work Order. Qualified Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this ESMA and subsequent Work Orders will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Qualified Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the ESMA and/or Work Order(s) in whole or in part, or impose other penalties as specified in the ESMA.

1.30 RECYCLED BOND PAPER

Vendor shall be required to comply with the County's policy on recycled bond paper as specified Paragraph 58.0 (Recycled Bond Paper) of Appendix D (Enterprise Services Master Agreement (ESMA)).

1.31 SAFELY SURRENDERED BABY LAW

Qualified Contractors shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix P (Safely Surrendered Baby Law) of this RFSQ and is also available on the Internet at www.babysafela.org for printing purposes.

1.32 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

1.32.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process

by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

- 1.32.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 1.34 (Local Small Business Enterprise Preference Program) of this RFSQ.
- 1.32.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.33 (Jury Service Program) of this RFSQ.
- 1.32.4 The County also has a Policy on Doing Business with Small Business that is set forth in Appendix J (Board Policy on Doing Business with Small Business).

1.33 JURY SERVICE PROGRAM

The prospective ESMA is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix K (Contractor Employee Jury Service Ordinance), and the pertinent jury service provisions set forth in Paragraph 62.0 (Compliance with County's Jury Service Program) of the Appendix D (Enterprise Services Master Agreement (ESMA)), both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Qualified Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.33.1 The Jury Service Program requires Qualified Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.33.2 There are two (2) ways in which a Qualified Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service

Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten (10) or fewer employees; 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than \$500,000, and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.33.3 If a Qualified Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in SOQ Form 6 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix A (Required Statement of Qualifications (SOQ) Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.34 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 1.34.1 In reviewing Work Order bids or proposals, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one (1) year. The business must be certified by Internal Services Department (ISD) as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.34.2 To apply for certification as a Local SBE, companies may register at the Internal Services Department's website at: <http://laosb.org>.
- 1.34.3 Certified Local SBEs must request the SBE Preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification affirmed. The request must be made by submitting Appendix G (Community Business Enterprise Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) with the applicable Work

Order Bid. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

1.34.4 It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34.5 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.35 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

1.35.1 In reviewing Work Order Bids, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

1.35.2 Transitional Job Opportunities vendors must request the preference in each of their Work Order Bid responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

To the extent legally permitted, Vendors shall provide written notification to the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on SOQ Form 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (Required Statement of Qualifications (SOQ) Forms). Failure of the Vendor to provide this information SOQ may eliminate its SOQ(s) from any further consideration.

1.37 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"

Contractors, who in performing the activities under a Work Order that involve access to Protected Health Information as defined in 45 C.F.R. § 160.103, shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended and with applicable provision of the Health Information Technology for Economic and Clinical Health Act (HITECH), as contained in Exhibit H (ESMA Business Associate Agreement) of Appendix D (Enterprise Services Master Agreement (ESMA)).

1.38 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective ESMA is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in Appendix L (Defaulted Property Tax Reduction Program), and the pertinent provisions of Paragraph 27.0 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and Paragraph 60.8 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program) of Appendix D (Enterprise Services Master Agreement (ESMA)), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Qualified Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing SOQ Form 7 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)

1.39.1 The County will give preference during the ESMA Work Order solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: (1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or (2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

- 1.39.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed
- 1.39.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.
- 1.39.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 1.39.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit Appendix H (Request for Disabled Veteran Business Enterprise Consideration). This form will be required upon the execution of the ESMA by a Qualified Contractor.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38 CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.40 TIME OFF FOR VOTING

The Qualified Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Qualified Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

2.0 INSTRUCTIONS TO VENDORS

This Section contains instructions to Vendors regarding how to prepare and submit the Statement of Qualifications (SOQ).

2.1 COUNTY RESPONSIBILITY

The County is not responsible for representations made by any of its officers or employees prior to the execution of the ESMA unless such understanding or representation is included in the ESMA.

2.2 TRUTH AND ACCURACY REPRESENTATIONS

False, misleading, fraudulent, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for disqualification of the SOQ. The evaluation and determination in this area shall be at the CIO's sole judgment and his/her judgment shall be final. A Contractor who is disqualified pursuant to this Section 2.2 may be debarred from working with the County.

If the County is unable to verify the Contractor's prior experience, the submitted SOQ will be rejected without further review or consideration. County will provide detailed reasons for the rejection and will allow the Contractor to re-submit the SOQ with verifiable references.

Failure to adhere to SOQ format as described in Section 2.5 (Preparation and Format of the SOQ) will result in the SOQ being rejected. If the SOQ is rejected, County will provide detailed reasons for the rejection and will allow the Contractor an opportunity to resolve any discrepancy and re-submit the SOQ.

2.3 RFSQ TIMETABLE

The initial timetable for the RFSQ is as follows, with these dates subject to change, at the County's sole discretion:

- Release of the RFSQOctober 7, 2015
- Final Written Questions Due.....October 29, 2015
- Request for a Solicitation Requirements Review Due.....October 21, 2015
- Q&A Conference (**Attendance Optional**).....October 22, 2015
- Final Questions and Answers Released the Week ofNovember 25, 2015
- Vendor SOQ Submissions BeginsDecember 1, 2016
- Vendor Qualifications BeginJanuary 4, 2016
- SOQ submission due dateOpen Continuously

2.4 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix I (Request for a Solicitation Requirements Review) to OCIO as described in this Section. A request

for a Solicitation Requirements Review may be denied, in OCIO's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and OCIO's determination shall be provided to the requesting person or entity, in writing, within a reasonable time.

2.5 Q&A CONFERENCE/VENDORS' QUESTIONS

Prior to submission of Statements of Qualifications (SOQ), a Q&A Conference will be held by the Chief Information Office (CIO) to discuss this Request for Statement of Qualifications (RFSQ) and the associated Enterprise Services Master Agreement (ESMA). CIO staff will answer questions regarding the RFSQ and ESMA from interested vendors who attend the conference.

Attendance at this conference is NOT MANDATORY and attendance is not required for submitting a response to this RFSQ.

Date: October 22, 2015

Time: 10:00 a.m. Pacific Time

Address: Los Angeles County Chief Information Office
350 S. Figueroa St. Suite 188, Grand Conference Room
Los Angeles, CA 90071
Grand A&B Conference Room

Additionally, vendors may submit written questions regarding this RFSQ and/or the ESMA by mail or e-mail to the individual identified below. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ, at the County's sole discretion.

When submitting questions, please specify the RFSQ or ESMA section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the specific issue in the question being raised can be more quickly and accurately identified and addressed. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Written questions must be received by the CIO no later than October 29, 2015.

After the first set of questions and answers are released by County, vendors may submit additional written questions regarding the RFSQ after award of the first ESMA(s) or January 1, 2016, whichever is later. All such questions must be submitted in writing by mail or e-mail to the individual identified below. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ, at the County's sole discretion and at County's sole convenience. County does not warrant that it will meet any particular timeline with respect to responses to additional questions.

Written questions should be addressed to:

ESMA Administrator
Office of the CIO
350 Figueroa St, #188
Los Angeles, CA 90071
Email: esmaadmin@cio.lacounty.gov

2.6 PREPARATION AND FORMAT OF SOQ

2.6.1 All SOQs must be printed one sided, bound by rubber banded or binder clips (no punched holes or staples) and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review and without further consideration in the County's sole discretion. If the SOQ is rejected, County will provide detailed reasons for rejection and will allow the Vendor to resolve any discrepancy and re-submit at any time.

The content and sequence of the SOQ must be as follows:

- ▶ Transmittal Letter (See Paragraph 2.6.2)
- ▶ Table of Contents (See Paragraph 2.6.3)
- ▶ Vendor's Organization (See Paragraph 2.6.4)
 - ✓ SOQ Form 1: Vendor's Organization Questionnaire/Affidavit
 - ✓ Vendor's Proof of Insurability (see Paragraph 2.6.7)
 - ✓ Vendor's Organization Support Documents (see Paragraph 2.6.4)
- ▶ Vendor's Qualifications (See Paragraphs 2.6.5)
 - ✓ SOQ Form 2: Vendor's Qualifications
- ▶ Additional Required Forms (See Paragraph 2.6.8)
 - ✓ SOQ Form 3: Certification of No Conflict of Interest

- ✓ SOQ Form 4: Familiarity with County Lobbyist Ordinance Certification
- ✓ SOQ Form 5: Attestation of Willingness to Consider GAIN/GROW Participants
- ✓ SOQ Form 6: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- ✓ SOQ Form 7: Certification of Compliance with the County's Defaulted Property Tax Reduction Program

2.6.2 Transmittal Letter: The transmittal letter must be a maximum of one (1) page, on Vendor's letterhead. It must be dated and must include the Vendor's name, address, telephone and facsimile numbers of the person(s) to be used for contact and who will be authorized to represent the Vendor. The letter shall indicate that the Vendor has reviewed the RFSQ and the ESMA, including any addenda issued by the County, and that it understands and agrees that by responding to the RFSQ, should it be found to be a Qualified Contractor, it is agreeing in advance thereof to all terms and conditions of the ESMA. The transmittal letter must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in an ESMA.

2.6.3 Table of Contents: The Table of Contents must be a comprehensive listing of all of the material included in the SOQ. It must contain each section number for reference, the precise title of each section of the material, and provide accurate, sequential page numbers for all sections.

2.6.4 Vendor's Organization: The Vendor shall complete, sign and date SOQ Form 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix A (Required Statement of Qualifications (SOQ) Forms). SOQ Form 1 must bear the original signature of the person authorized to sign on behalf of the Vendor and who can legally bind the Vendor in an ESMA.

Based on Vendor's organizational structure, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request with the SOQ.

Required Support Documents:

- ▶ Corporations or Limited Liability Company (LLC) - The Vendor must submit the following documentation with the SOQ:
 1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.
 - ▶ Limited Partnership - The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.
- 2.6.5 Vendor's Qualifications: Vendor shall use SOQ Form 2 to demonstrate that it meets the Minimum Qualifications for specific Service Category(ies) and/or Subcategory(ies) as set forth in Appendix B (ESMA Service Categories) for which it is seeking to qualify. Vendors are instructed to use the forms as provided in this RFSQ and refrain from modifying or reproducing the required forms on their letterhead. **Vendor must submit a separate SOQ Form 2 for each Service Category/Subcategory for which it wishes to be considered qualified. The County will NOT determine which Service Categories are appropriate for the vendor.**
- A. ESMA Service Category Minimum Qualifications Verification: The Vendor shall complete this section of SOQ Form 2 to describe the engagements required for **each** Service Category and/or Subcategory(ies) specified in Appendix B (ESMA Service Categories) for which the Vendor intends to qualify.
- The Vendor shall utilize this section of SOQ Form 2 to demonstrate that it has the relevant background, experience, requisite years of experience, and requisite number of engagements of sufficient length, to meet the Minimum Qualifications for **each** Service Category and/or Subcategory(ies) the Vendor intends to qualify for as set forth in Section 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories).
- A single engagement may be used to qualify the Vendor for more than one Service Category, but it is the Vendor's responsibility to ensure that the engagement and the Vendor's experience and technological accomplishments are described with sufficient specificity to demonstrate that the Vendor meets the Minimum Qualifications set forth in Section 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories).
- All the engagements listed by the Vendor must have been performed for organizations other than the Vendor's own organization. However, Vendors may list engagements in which the Vendor performed the requisite work as a subcontractor to a prime contractor, but must identify such engagements. Additional engagement requirements may be specified in Appendix B (ESMA Service Categories).
- Each distinct engagement included in this section of SOQ Form 2 shall include a comprehensive narrative for each engagement, in the appropriate location within the Form, and a detailed and comprehensive description of the Vendor's experience (e.g. nature of the technical work performed, Vendor responsibilities, how the work was accomplished, etc.) during the engagement that demonstrates how the Vendor

meets all of the Minimum Qualifications described in Paragraph 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories) for the Service Category(ies) and/or Subcategory(ies) for which the Vendor intends to qualify.

The County, in its sole discretion, will determine whether the information provided in this section of SOQ Form 2 demonstrates sufficient qualifying engagements and a sufficient length of work experience to qualify the Vendor for a specific Service Category and/or Subcategory.

Failure to provide a detailed and comprehensive engagement description this section of SOQ Form 2 may result in the SOQ being disqualified without further consideration in the County's sole discretion. If an SOQ is disqualified, and Vendor remains interested in being an ESMA Qualified Contractor, Vendor shall resubmit the SOQ package in its entirety.

- B. ESMA Service Category Minimum Qualifications Affirmation: The Vendor shall complete the applicable section of SOQ Form 2 to certify that the information provided in the ESMA Service Category Minimum Qualification Verification section of SOQ Form 2 is true and correct to the best of his or her information and belief.

This section of SOQ Form 2 must bear the signature of the person authorized to sign on behalf of the Vendor and to bind the applicant in an ESMA.

Failure to sign and/or submit this section of SOQ Form 2 may result in the entire SOQ being disqualified without further consideration in the County's sole discretion. If SOQ is disqualified because of failure to complete this section of SOQ Form 2, County will provide detailed reasons for disqualification and will allow Vendor to correct this section of SOQ Form 2 and re-submit.

- C. Vendor's References: The Vendor shall use this section of SOQ Form 2, to provide the following information regarding Vendor's References.

The Vendor shall provide information for the references required for each ESMA Service Category and/or Subcategory on SOQ Form 2 to substantiate each of the separate, distinct engagements for each of the Service Category and/or Subcategory for which the Vendor intends to qualify.

The Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

It is the Vendor's sole responsibility to ensure that the reference company name, point of contact's name, title, email address, phone number, and fax number, if applicable, for each reference is accurate. It is also the Vendor's sole responsibility to inform the references that the County will be contacting them during the County's normal working hours.

The County will exercise reasonable diligence in contacting references. However, the County assumes no responsibility if the contact information the Vendor provides is not accurate.

The County, in its sole discretion, may disqualify a Vendor from further consideration if:

1. References fail to substantiate the Vendor's engagements and/or the description of services provided in the engagements for each Service Category the Vendor intended to qualify for; or
2. References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
3. County is unable to successfully reach the point of contact with reasonable effort; or
4. Vendor lists a reference for an engagement that is located in a foreign country and in that foreign country the application of skills in the business environment differs from that in the United States to such a degree that the relevance of the experience is questionable.

2.6.6 Vendor's Pending Litigation and Judgments

The Vendor shall identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. The Vendor shall provide a statement on SOQ Form 1 page 2 of 2 describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

2.6.7 Vendor's Proof of Insurability: The Vendor shall provide proof of insurance that meet all the insurance requirements set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (Enterprise Services Master Agreement (ESMA)).

In the event that the Vendor does not have the required insurance coverage set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (Enterprise Services Master Agreement (ESMA)) at the time of SOQ submission, the Vendor may submit with its SOQ, a letter from a qualified insurance carrier indicating its willingness to provide the Vendor with the required insurance coverage set forth in Paragraph 46.0 (General Provisions for All Insurance Coverage) and Paragraph 47.0 (Insurance Coverage) of Appendix D (Enterprise Services Master Agreement (ESMA)) should the Vendor be selected and awarded an ESMA.

If the Vendor is qualified to be awarded an ESMA, the ESMA will not be executed by the County until such time as the Vendor has submitted, and the County has accepted, its insurance coverage that meet all the insurance requirements set forth in Paragraph 46.0 (General Provisions for All Insurance) and Paragraph 47.0 (Insurance Coverage) of Appendix D (Enterprise Services Master Agreement (ESMA)).

2.6.8 Additional Required Forms: The following list of forms are provided in Appendix A (Required Statement of Qualifications (SOQ) Forms) and shall be submitted as part of the SOQ.

- ▶ SOQ Form 3: Certification of No Conflict of Interest (Vendor need only submit one (1) SOQ Form 3 for its entire SOQ submission)
- ▶ SOQ Form 4: Familiarity with County Lobbyist Ordinance Certification (Vendor need only submit one (1) SOQ Form 4 for its entire SOQ submission)
- ▶ SOQ Form 5: Attestation of Willingness to Consider GAIN/GROW Participants (Vendor need only submit one (1) SOQ Form 5 for its entire SOQ submission)
- ▶ SOQ Form 6: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Vendor need only submit one (1) SOQ Form 6 for its entire SOQ submission)
- ▶ SOQ Form 7: Certification of Compliance with the County's Defaulted Property Tax Reduction Program (Vendor need only submit one (1) SOQ Form 7 for its entire SOQ submission)

2.6.9 The following forms are required to be signed and submitted at the time of execution of the ESMA, if the Vendor submitting a response to this RFSQ is deemed qualified and thereby becomes a Qualified Contractor.

- ▶ Appendix E – Contractor's EEO Certification
- ▶ Appendix F - Contractor's Administration – Exhibit D of ESMA
- ▶ Appendix G: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form. (Qualified Contractor must complete and submit this form in order to qualify for Small Business Enterprise Preference consideration when competing for ESMA Work Orders)
- ▶ Appendix H: Request for Disabled Veteran Business Enterprise (DVBE) Preference Program Consideration. (Qualified Contractors must complete and submit this form in order to qualify for Disabled Veteran Business Enterprise Preference consideration when competing for ESMA Work Orders).

2.7 SOQ SUBMISSION

The Vendor shall submit, as prescribed in Section 2.6 (Preparation and Format of the SOQ), either:

- Two (2) hard copies of the SOQ enclosed in a sealed envelope, with the name and address of the Vendor and shall bear the words, "SOQ FOR ENTERPRISE SERVICES MASTER AGREEMENT (ESMA) RFSQ #CIO_2015_ESMA" delivered or mailed to the following address;

ESMA Administrator
Office of the CIO
350 Figueroa St. #188
Los Angeles, CA 90071

or

- An electronic copy in PDF format submitted via email to the ESMA Administrator (esmaadmin@cio.lacounty.gov) with "SOQ FOR ENTERPRISE SERVICES MASTER AGREEMENT (ESMA) RFSQ #CIO_2015_ESMA" in the subject line of the email and the body of the email shall contain the name and address of the Vendor.

It is the vendor's responsibility to ensure the submission and all related forms are signed in accordance with this RFSQ. Electronic representations of original signatures are acceptable pursuant to Section 37 (Facsimile Representations) of the ESMA.

2.8 SOQ WITHDRAWALS

A Vendor may withdraw its SOQ at any time and resubmit at any further date while the RFSQ is open.

2.9 ACCEPTANCE OF TERMS AND CONDITIONS OF MASTER AGREEMENT

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix D (Enterprise Services Master Agreement (ESMA)).

3.0 SOQ REVIEW, SELECTION, AND QUALIFICATION PROCESS

County reserves the sole right to judge the contents of the SOQ submitted pursuant to the RFSQ and to review, evaluate, and qualify the Vendors. The following rules and procedures govern the selection of Vendors to become Qualified Contractors under the ESMA.

3.6 REVIEW, SELECTION AND QUALIFICATION PROCESS

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.6.2 Adherence to the Minimum Qualifications: The County will review the Vendor's SOQ in its entirety in accordance with Section 2.5 (Preparation and Format of the SOQ) of this RFSQ to determine if the Vendor meets the Minimum Qualifications specified in Section 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories) for **each** Service Category for which the Vendor intends to qualify. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

- ▶ Failure of the Vendor to comply with and demonstrate that it meets the Minimum Qualifications set forth in Section 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories) for **each** Service Category which the Vendor intends to qualify, may result in the SOQ being disqualified without further review and consideration in the County's sole discretion. The County, in its sole discretion, reserves the right to waive any informality in an SOQ if the sum and substance of the SOQ is present.
- ▶ The County will contact every reference provided by the Vendor on **each** SOQ Form 2 (Vendor's Qualifications) for **each** separate, distinct engagement for **each** Service Category and/or Subcategory(ies) for which the Vendor intends to qualify. County will verify the Vendor's relevant background, experience, requisite years of experience, and requisite number of engagements of sufficient length, to meet the Minimum Qualifications for **each** Service Category and/or Subcategory for which the Vendor intends to qualify as set forth in Section 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories).
- ▶ A review of the Vendor's pending litigation or judgments will be conducted to determine, amongst other things, the magnitude of any pending litigation or judgments against the Vendor.
- ▶ An inquiry to determine the operational and financial capability and responsibility of a Vendor may be conducted by the County. The failure of a Vendor to promptly supply information in connection with such inquiry, including but not limited to, information regarding past performance, financial capability, and ability to perform on schedule, may result in the SOQ being disqualified without further consideration, in the County's sole discretion.

- ▶ False, incomplete, or unresponsive statements in connection with a Vendor's SOQ will result in the SOQ being disqualified without further consideration at the County's sole discretion.
- ▶ Failure to adhere to SOQ format as described in Section 2.5 (Preparation and Format of the SOQ); will result in the SOQ being disqualified. If SOQ is disqualified, County will provide detailed reasons for disqualification and will allow the Vendor to resolve any discrepancy and re- submit.

3.6.3 Vendor's Proof of Insurability: The County will review the Vendor's insurance in accordance with Section 2.5.7 (Vendor's Proof of Insurability) of this RFSQ to ensure that it meets the required insurance coverage as set forth in Paragraph 46.0 (General Provisions for All Insurance) and Paragraph 47.0 (Insurance Coverage) of Appendix D (Enterprise Services Master Agreement (ESMA)).

3.6.4 Required Forms: The County will review all the forms required in accordance with Section 2.5 (Preparation and Format of the SOQ) of this RFSQ.

3.7 DISQUALIFICATION REVIEW

A SOQ may be disqualified from consideration because OCIO has determined it contains false, misleading, fraudulent, incomplete, deceptively unresponsive statements, and/or is otherwise non-responsive at any time during the review/evaluation process. If OCIO determines that a SOQ is disqualified, OCIO shall notify the Vendor in writing.

Upon receipt of the written determination of disqualification, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination. A written request for a Disqualification Review must be submitted to the ESMA Administrator, on the Vendor's official letterhead, within ten (10) business days from the date of the disqualification determination, as specified in the written notice of disqualification.

A request for a Disqualification Review may, in OCIO's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is the Vendor that submitted the SOQ;
2. The request for a Disqualification Review is submitted within the timeframe specified in the notice of disqualification; and
3. The request for a Disqualification Review asserts that the OCIO's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review will be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.8 SELECTION/QUALIFICATION PROCESS

The OCIO will generally select Vendors that have experience in providing a broad range of IT consulting services. However, in order to insure OCIO has a varied pool of Qualified Contractors, the OCIO may offer ESMA's to Vendors that offer a narrow scope of services in more highly specialized areas.

3.9 MASTER AGREEMENT AWARD

Vendors who are notified by the OCIO that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for an ESMA if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the ESMA, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the OCIO's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of an ESMA.

The OCIO will execute Board-authorized ESMAs with each selected vendor. All Vendors will be informed of the final selections.

APPENDIX A – REQUIRED STATEMENT OF QUALIFICATIONS (SOQ) FORMS

SOQ FORM 1: VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

SOQ FORM 2: VENDOR'S QUALIFICATIONS

SOQ FORM 3: CERTIFICATION OF NO CONFLICT OF INTEREST

SOQ FORM 4: FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE CERTIFICATION

SOQ FORM 5: ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

SOQ FORM 6: COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

SOQ FORM 7: CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY
TAX REDUCTION PROGRAM

SOQ Form 1: Vendor's Organization Questionnaire/Affidavit (Page 1 of 2)

Please complete, date and sign this form and include it the SOQ in accordance with Section 2.4.4 (Vendor's Organization). The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in the Enterprise Services Master Agreement (ESMA).

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Incorporated
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2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
------	------------------------	-----------------

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ☐ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

Acquisitions/Mergers

In the space provided below, to the extent legally permissible, indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

SOQ Form 1: Vendor's Organization Questionnaire/Affidavit (Page 2 of 2)

Pending Litigation and Judgments

In the space provided below, identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. The Vendor shall also provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor:

(Note that this form can be expanded beyond the rows shown)

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the ESMA Administrator's sole judgment and his/her judgment shall be final.

Corporation's name: _____

Address: _____

Email: _____ Tel: _____

On behalf of _____, I _____
(Vendor's Name) (Name of Vendor's authorized representative)

certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature	IRS Employer Identification Number
Title	California Business License Number
Date	County Vendor Identification Number

SOQ Form 2: Vendor's Qualifications (Page 1 of 3)

Vendor shall complete this form in its entirety for **each** separate Service Category and/or Subcategory that the Vendor intends to qualify, in accordance with Paragraph 1.5 (ESMA Service Categories Minimum Qualifications), Section 2.5.5.A (ESMA Service Category Minimum Qualifications Verification), Section 2.5.5.B (ESMA Service Category Minimum Qualifications Affirmation), Section 2.5.5.C (Vendor References) and Appendix B (ESMA Service Categories) of the RFSQ. (Refer to Appendix B for a listing of the ESMA Service Categories)

The County will be verifying the information provided by the Vendor on this form in accordance with Section 2.6 (Vendor's Qualifications) and Section 3.1.1 (Adherence to the Minimum Qualifications) of the RFSQ.

Vendor may use additional forms if necessary, but the form shall in no way be altered from its original format.

Company name: _____

Company address: _____

Service Category/Subcategory: _____

A. Overall Qualifications

Describe a summary of Vendor's Overall Qualifications for the Service Category/Subcategory.

Description of Vendor's Overall Qualifications: _____

(Note that this form can be expanded beyond the rows shown)

SOQ Form 2: Vendor's Qualifications (Page 2 of 3)

B. ESMA Service Category Minimum Qualifications Verification

Vendor shall complete this section of SOQ Form 2 in accordance with Paragraph 2.6.5.A (ESMA Service Category Minimum Qualifications Verification) of this RFSQ.

Vendor shall provide a detailed and comprehensive description of the Vendor's experience (e.g. nature of the technical work performed, Vendor responsibilities, how the work was accomplished, etc.) during this engagement that demonstrates how the Vendor meets all of the Minimum Qualifications described in Paragraph 1.5 (ESMA Service Categories Minimum Qualifications) and Appendix B (ESMA Service Categories) for the ESMA Service Category and/or Subcategory for which the Vendor intends to qualify.

Name of reference project: _____

Duration: _____ Start and end-date: _____

Project budget and size: _____

Reference contact name: _____

Phone number/e-mail: _____

Project description: _____

(Note that this form can be expanded beyond the rows shown)

Name of reference project: _____

Duration: _____ Start and end-date: _____

Project budget and size: _____

Reference contact name: _____

Phone number/e-mail: _____

Project description: _____

(Note that this form can be expanded beyond the rows shown)

SOQ Form 2: Vendor's Qualifications (Page 3 of 3)

Name of reference project: _____
Duration: _____ Start and end-date: _____
Project budget and size: _____
Reference contact name: _____
Phone number/e-mail: _____
Project description: _____

(Note that this form can be expanded beyond the rows shown)

C. ESMA Service Category Minimum Qualifications Affirmation

Vendor shall complete this section of SOQ Form 2 in accordance with Paragraph 2.6.5.B (ESMA Service Category Minimum Qualifications Affirmation) of this RFSQ.

On behalf of _____, I _____
(Vendor's Name) (Name of Vendor's authorized representative)

certify that the information provided in the ESMA Service Category Minimum Qualification Verification section of this SOQ Form 2 is true and correct to the best of my information and belief.

Vendor Name

Vendor Authorized Official Title

Authorized Official's Signature

Date

SOQ Form 3: Certification of No Conflict of Interest

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Authorized Official Title

Authorized Official's Signature

Date

SOQ Form 4: Familiarity with the County Lobbyist Ordinance Certification

The Vendor certifies that:

1. It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2. That all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
3. It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Vendor Name

Vendor Authorized Official Title

Authorized Official's Signature

Date

SOQ Form 5: Attestation to Consider GAIN/GROW Participants

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County) ☐ NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

☐ YES ☐ NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☐ YES ☐ NO ☐ N/A (Program not available)

Vendor's name: _____

Signature: _____

Print name: _____

Title: _____ Date: _____

Tel: _____ Email Address: _____

SOQ Form 6: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is exempted from the Program.

Company name: _____

Company address: _____

Telephone: _____

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SOQ Form 7: Certification of Compliance with the County's Property Tax Reduction Program

Company name: _____

Company address: _____

Telephone: _____

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

--

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

APPENDIX B: ESMA SERVICE CATEGORIES

APPENDIX B - ENTERPRISE SERVICES MASTER AGREEMENT SERVICE CATEGORIES

Category 1: IT Strategic Planning and Enterprise Architecture Planning

Category 2: Project Management

Category 3: Requirements Analysis and Solicitation Development

Category 4: Technical Consulting

Category 5: Information Security

Category 6: Information Management and Data Integration

APPENDIX B: ESMA SERVICE CATEGORIES

CATEGORY 1: STRATEGIC PLANNING AND ENTERPRISE ARCHITECTURE PLANNING

This Service Category relates to consulting services for the following:

- Develop IT Strategic Plans, application strategies, architectures and roadmaps;
- Evaluate technologies and conduct benchmarks for Shared IT services, e.g. enterprise content management, digital government, information management, strategic sourcing, data center services and information security; and
- Conduct IT assessments, portfolio analysis, technology evaluations and IT capital planning to identify and recommend application rationalization, consolidation, modernization and retirement.

MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in providing services to include a minimum of three (3) of the following:
 - a. Development of IT Strategic Plans, IT architectures and roadmaps that may include conducting assessments of current IT architectures to formulate recommendations, strategies and roadmaps.
 - b. Performing benchmarks for IT services, including service levels and costs.
 - c. Conducting technology evaluations and developing strategies, recommendations and roadmaps for at least one of the following areas: enterprise content management, portal and web content management, information management, strategic sourcing and information security.
 - d. Performing IT assessment, portfolio analysis, and application modernization strategies.

APPENDIX B: ESMA SERVICE CATEGORIES

CATEGORY 2: PROJECT MANAGEMENT

This Service Category includes project management and quality assurance consulting services, based on industry standard practices, e.g. Project Management Institute (PMI), to:

- Develop and manage project plans and budgets;
- Manage resources required to execute project plan and complete its tasks and deliverables;
- Review and track completion of defined tasks and deliverables;
- Develop and implement quality assurance and risk management plans for IT projects; and
- Manage and track resolution of project issues and risks.

MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in providing services to include all of the following:
 - a. Certified (Project Management Institute or an accredited university) project managers who developed and managed IT projects with budgets of \$500,000 or more.
 - b. Utilized standard IT Project Management Methodology, including "Work Breakdown Structures" and "GANNT" techniques in developing and managing project plans using Microsoft Project.
 - c. Developed and implemented project governance, quality assurance and risk management plans.

APPENDIX B: ESMA SERVICE CATEGORIES

CATEGORY 3: REQUIREMENTS ANALYSIS AND SOLICITATIONS

This Service Category includes consulting services to develop the functional and technical requirements, conduct fit-gap analysis, and develop acquisition recommendations and Request for Proposals (RFPs) for:

- System and data integration projects;
- Public sector applications and systems; or
- Application design and development using agile development frameworks.

Note that vendors that perform requirements analysis and assist in preparing an RFP pursuant to a Work Order will be precluded from bidding or submitting proposals or responding to the resultant RFP.

MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in providing services to include a minimum of two (2) of the following:
 - a. Conducted requirements analysis to develop functional and technical requirements, and Request for Proposals for IT projects with estimated cost of \$1,000,000 or higher.
 - b. Performed system evaluations and fit-gap analysis to develop acquisition strategies.
 - c. Performed independent validation and verification (IV&V) of RFP requirements, including functional and technical requirements.

APPENDIX B: ESMA SERVICE CATEGORIES

CATEGORY 4: TECHNICAL CONSULTING SERVICES

This Service Category includes technical consulting services to support the planning and implementation and application management services for the following County standards and preferred technologies described in the following Subcategories:

- EMC Document Management for enterprise content management;
- Adobe Experience Manager for electronic forms and workflow;
- IBM WebSphere Portal for web content management and portals;
- IBM Information Server and InfoSphere Master Data Management;
- IBM Cognos for business intelligence and reporting;
- ESRI ArcGIS for geospatial information services;
- Microsoft Office 365 and SharePoint for collaboration services; and
- CGI Advantage for application interface and integration services using Web services and XML technologies.

MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ **for each Subcategory**, e.g. Technical Consulting – EMC Document Management for enterprise content management, describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category and Subcategory; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous years within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in designing, developing and implementing solutions for an enterprise of at least 50 users and a minimum \$100,000 project budget using the technologies for the respective Subcategory.

APPENDIX B: ESMA SERVICE CATEGORIES

CATEGORY 5: INFORMATION SECURITY

This Service Category relates to consulting services for the following Subcategories:

- Information Security Risk Assessments and Compliance provides a means to identify and assess risks and vulnerabilities utilizing an information security industry standard framework/methodology including the ability to develop and formulate an information security strategy derived from the risk assessment; and determine compliance with federal and State legislations or regulations, County/departmental policies, standards, and procedures; and
- Breach Mitigation and Notification Services provide various types of breach services (e.g., data breach notification management, call center communications management, digital forensics, credit/identity theft monitoring and protection services), in response to information security/privacy incidents where regulated data (e.g., Personally Identifiable Information (PII), Protected Health Information (PHI)) has been compromised.

MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ **for each Subcategory**, e.g. Information Security Risk Assessments or Information Security Breach Mitigation and Notification Services, describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category and Subcategory; and
- 2) A minimum of three reference engagements with a combined total time of one (1) continuous year within the most recent two (2) years. The referenced engagements shall demonstrate the experience and qualifications in designing, developing and implementing solutions for an enterprise of at least 10,000 employees and a minimum \$100,000 project budget using the technologies for the respective Subcategory. For each referenced engagement or project:
 - Explain the applications, components and solution deployed;
 - Describe any integration to other line of business systems performed; and
 - Describe the infrastructure deployed.

APPENDIX B: ESMA SERVICE CATEGORIES

CATEGORY 6: INFORMATION MANAGEMENT AND DATA INTEGRATION

This Service Category relates to consulting services for the following Subcategories:

- Develop information management strategies, architectures and roadmaps;
- Develop enterprise data management solutions including:
 - Data governance planning and implementation
 - Information asset management and data catalog development
 - Data profiling and data quality assessment
 - Master Data Management planning and implementation
- Develop data integration strategies and implementation
 - Development of enterprise data standards and models
 - Data integration analysis and architecture development
 - Development of ETL (Extract, Transform, Load) strategies
 - Data as a Service architecture planning and Enterprise Service Bus modeling
- Develop enterprise data store(s) architecture and strategy including
 - Data warehouse or data lake architecture and design
 - Design and implementation of Big Data technologies including Hadoop and Spark
- Develop enterprise data analytics solutions including
 - Entity and location analytics
 - Link analysis and social media analytics
 - Statistical analysis and data sciences
 - Machine learning

Continued on the next page.

APPENDIX B: ESMA SERVICE CATEGORIES

Service Category 6 Continued:

MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ **for each Subcategory**, describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category and Subcategory; and
- 2) A minimum of three reference engagements with a combined total time of one (1) continuous year within the most recent two (2) years. The referenced engagements shall demonstrate the experience and qualifications in designing, developing and implementing solutions for an enterprise of at least 50 users and a minimum \$100,000 project budget using the technologies for the respective Subcategory.

APPENDIX C: SAMPLE WORK ORDER SOLICITATION

ESMA Work Order Solicitation Number: _____

Project Name: _____

Soliciting County Department: _____

ESMA Service Category/Subcategory: _____

Type of Work Order:

- ☐ Fixed Price per Deliverable (FP/D)
- ☐ Time and Materials per Deliverable (T&M/D)
- ☐ Both FP/D and T&M/D

Ownership of Deliverables:

- ☐ Deliverables are Joint IP
- ☐ Deliverables are County IP

(The foregoing determination is based on the Department's understanding of the Deliverables being provided by Contractor. The final determination regarding the ownership of Deliverables will be as set forth in the executed Work Order.)

Purpose/Objective for this Work Order:

(This section will contain a general description of the project for which this Work Order is being solicited and what this Work Order is intended to accomplish)

Scope of Services Being Requested:

(This section will contain a general description of the services that are being requested under this Work Order)

Work Order Deliverables:

(This section will contain a brief list of the Work Order Deliverables. A more detailed description of the specific tasks, deliverables and acceptance criteria will be found in the Statement of Work (SOW) that will be attached to this Work Order Solicitation – Refer to Exhibit B of the ESMA to see a Sample SOW)

Additional Minimum Requirements, if any, or Other Qualifying Information:

(This section will describe any specialized minimum requirements or other qualifying information, if any, the proposed candidates must have in order to be considered under this solicitation)

Evaluation Criteria Being Applied:

(This section will specify the Criteria that will be used in evaluating the solicitation responses, together with the percentage of weight that will be applied to each evaluation criterion. Where evaluation criteria include anything other than cost, each Department will include specific information regarding how each of the following evaluation criteria will be applied in each Work Order Solicitation. With respect to Cost, the maximum number of points will be awarded to the lowest cost proposal, with all other proposals compared the lowest cost and points awarded accordingly.)

Evaluation Criteria (applies only if checked): Percentage of Overall Score:

- ☐ Cost: _____ %
- ☐ Quality/Responsiveness of Proposal: _____ %
- ☐ Qualifications and References: _____ %
- ☐ Interview/Demonstration: _____ %

Sub-Total: 100 %

- ☐ **CBE/DVBE/Transitional Job Opportunities Preference Credit:** *(If Contractor is eligible to receive this credit, 8% of the Contractor's Sub-Total Score achieved above will be added to obtain a Total Overall Score)*

Selection Process

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed herein. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

Disqualification of Work Order Solicitation Proposal

A Work Order Solicitation proposal may be disqualified from consideration because a Department and/or OCIO determined it was non-responsive at any time during the review/evaluation process. If a Department and/or OCIO determine that a proposal is disqualified due to non-responsiveness, the ESMA Administrator shall notify the proposer in writing. Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination. A request for a Disqualification Review may, in the OCIO's sole discretion, be denied if the request does not satisfy all of the following criteria: (a) The person or entity requesting a Disqualification Review is the Proposer; (b) The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and (c) The request for a Disqualification Review asserts that the Department's and/or OCIO's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions. The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Contractor will be required to execute an ESMA Business Associate Agreement for this Work Order:

- ☐ YES ☐ NO

Solicitation Response Filing Instructions:

(This section will contain specific information regarding what forms and supporting documentation is being required, as well as the date, time and location for filing Solicitation Responses).

APPENDIX D: ENTERPRISE SERVICES MASTER AGREEMENT (ESMA)

APPENDIX D – ENTERPRISE SERVICES MASTER AGREEMENT



MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
OFFICE OF THE CHIEF INFORMATION OFFICER
AND
(CONTRACTOR)
FOR
ENTERPRISE INFORMATION TECHNOLOGY SERVICES

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**MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES AND
(CONTRACTOR)
FOR
ENTERPRISE INFORMATION TECHNOLOGY SERVICES**

This Master Agreement is made and entered into this ____ day of _____, 20XX by and between the County of Los Angeles hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide enterprise information technology services, as more fully described herein (Enterprise Information Technology Services).

RECITALS

WHEREAS, the County may contract with private businesses for Enterprise Information Technology Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Enterprise Information Technology Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Chief Information Officer or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

The body of this Master Agreement, together with (a) Exhibits A, B, C, D, E, F, G, H, I, and J attached hereto and incorporated herein by reference, (b) all Attachments attached to such Exhibits, (c) all executed Work Orders issued hereunder, and (d) all Change Notices, Amendments and Work Order Amendments, collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the body of this Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

EXHIBITS:

- 1.1. EXHIBIT A – Enterprise Services Master Agreement (ESMA) Service Categories (ESMA Service Categories)
- 1.2. EXHIBIT B – Sample Work Order (Fixed Price Per Deliverable (FP/D) and Time and Materials Per Deliverable (T&M/D)) and Attachments B1 and B2:
 - Attachment B1: Sample Statement of Work

- Attachment B2: Certification of Employee Status

- 1.3. EXHIBIT C – County's Administration of Master Agreement
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- 1.9. EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J - ESMA Work Order Request, Solicitation, Award and Execution Processes Diagram
- 1.11. EXHIBIT K – Evaluation Process for Certain Work Order Solicitations
- 1.12 Executed Work Order(s) – Incorporated herein by this reference

Notwithstanding the foregoing order of precedence and solely with respect to the Services described under a fully executed Work Order, such Work Order shall take precedence solely with respect to obligations designated as subject to change via Work Order (e.g. Warranty Period) in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 15.0 [Amendments and Change Notices](#) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **ACCEPTANCE; ACCEPT(ED):** The terms "Acceptance" and "Accepted" shall mean County's written approval, by way of an Acceptance Certificate, of the Fixed Price Per Deliverable (FP/D) or Time and Materials Per Deliverable (T&M/D) Services provided by Contractor under this Master Agreement where the applicable Work Order Statement of Work Acceptance Criteria has been successfully met.
- 2.2 **ACCEPTANCE CERTIFICATE:** The term "Acceptance Certificate" shall mean, and refer to, the document executed by the County as referenced in Paragraph 5.0 ([Work Order Evaluation and Award Process](#)) signifying Contractor's successful completion of the applicable FP/D or T&M/D tasks, subtasks, milestones, deliverables, Services and other work in accordance with the requirements and timetables set forth in the executed Work Order Statement of Work, including the Acceptance Criteria, as amended by any fully executed Work Order Amendment(s) thereto.
- 2.3 **ACCEPTANCE CRITERIA:** The term "Acceptance Criteria" shall mean agreed upon objective standards by which the parties will verify that the Services and/or Deliverables meet or exceed the requirements for Initial Acceptance and Final Acceptance under the applicable Work Order

Statement of Work, as amended by any fully executed Work Order Amendment(s) thereto, as specified in Paragraph 5.0 ([Work Order Evaluation and Award Process](#))

- 2.4 **ACCEPTANCE DATE:** The term "Acceptance Date" shall mean the date on which County issues a written Acceptance Certificate as provided in the applicable FP/D or T&M/D Work Order.
- 2.5 **AMENDMENT:** The term "Amendment" shall mean an amendment duly executed by both County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative and effecting a change which materially affects the term of the Master Agreement, including extending the Master Agreement beyond the Initial Term, or any term or condition included in this Master Agreement.
- 2.6 **BUSINESS ASSOCIATE:** The term "Business Associate" shall have the meaning set forth in Exhibit H (ESMA Business Associate Agreement).
- 2.7 **BUSINESS DAY(S):** The term "Business Day(s)", whether singular or plural, shall mean any day(s) of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.
- 2.8 **CATEGORY(IES), SERVICE CATEGORY(IES), ESMA SERVICE CATEGORY(IES):** The areas of technical specialization and the associated skills and experience described in Exhibit A (ESMA Service Categories) which comprise the Services that the County will be soliciting from Qualified Contractors during the term of the Master Agreement. A Subcategory(ies) means a subset of technical specialization and the associated skills and experience associated with the applicable Category(ies). Any use of Category(ies) herein shall be interpreted to also include Subcategory(ies), collectively or singularly, as determined by the context of such use.
- 2.9 **CHANGE NOTICE:** The term "Change Notice" shall mean a change notice duly executed by the Contractor's authorized representative and the ESMA Administrator, and effecting a change to the Master Agreement that does not materially affect the term of the Master Agreement or any term or condition included in the Master Agreement.
- 2.10 **CIO, OCIO:** The terms "CIO" shall mean County's Chief Information Officer and the term OCIO shall mean the County's Office of the Chief Information Officer.
- 2.11 **CODE DEVELOPMENTS:** The term "Code Developments" shall mean any computer code or materials (other than Products or Pre-existing Work) developed by Contractor (alone or in collaboration with County) and provided to County in the course of performance of this Master Agreement under a fully executed FP/D or T&M/D Work Order. Code Developments do not include Contractor's generally available software which is made available to the County under a separate agreement.
- 2.12 **CONTRACTOR:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by OCIO and are valid and in effect at the time of a given Work Order award. A Qualified Contractor shall become inactive if the insurance has lapsed or another mandatory requirement(s) have not been satisfied. The term "Contractor" may also be used to refer to a Qualified Contractor who has prevailed on an ESMA Work Order Solicitation and is actively involved in providing Services, either directly or indirectly, under an active, duly executed ESMA Work Order.

- 2.13 **CONTRACTOR PERSONNEL; CONSULTANT:** The individual(s) performing work on Work Order(s) on behalf of and under the exclusive control of the Contractor and includes Contractor's employees assigned to perform work on Work Order(s). As used herein, the terms Contractor Personnel and Consultant may be used interchangeably throughout this document.
- 2.14 **CONTRACTOR PROJECT DIRECTOR:** The individual designated by the Contractor whose responsibilities are set forth in Paragraph 14.1 ([Contractor's Project Director](#)). Refer to Exhibit D (Contractor's Administration), for designated Contractor Project Director).
- 2.15 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor whose responsibilities are set forth in Paragraph 14.2 ([Contractor's Project Manager](#)). Refer to Exhibit D (Contractor's Administration), for designated Contractor Project Manager(s).
- 2.16 **COUNTY:** The term "County" shall mean the County of Los Angeles, California.
- 2.17 **COUNTY'S ESMA ADMINISTRATOR; ESMA ADMINISTRATOR:** The individual designated by CIO whose authority and responsibilities are set forth in Paragraph 13.2 ([County's ESMA Administrator](#)). Refer to Exhibit C (County's Administration) for the designated County's ESMA Administrator.
- 2.18 **COUNTY IP:** Any Deliverables developed by Contractor for County and so designated in a Work Order.
- 2.19 **COUNTY'S WORK ORDER PROJECT MANAGER:** The individual designated as chief contact person whose responsibilities are set forth in Paragraph 13.3 ([County's Work Order Project Manager](#)). The County's Work Order Project Manager will be specified in each Work Order.
- 2.20 **COVERED ENTITY:** The term "Covered Entity" shall have the meaning set forth in Exhibit H (ESMA Business Associate Agreement).
- 2.21 **DAY(S):** The term "day(s)", whether singular or plural, capitalized or otherwise, shall mean calendar day(s) unless otherwise specified.
- 2.22 **DEFICIENCY(IES):** The term "Deficiency(ies)", whether singular or plural, shall mean and include material defect(s) in any of the work relating to design, development, materials and/or workmanship; error(s); material deviation(s) from the Documentation, other published and/or mutually agreed upon standards or any of the requirements or specifications set forth in this Master Agreement or in any Work Order issued hereunder; or any substantial nonconformance with related documentation or functional requirements which result in the Deliverables not meeting the Acceptance Criteria, if any, established in the applicable FP/D or T&M/D Work Order Statement of Work.
- 2.23 **DELIVERABLE(S):** The term "Deliverable(s)", whether singular or plural, shall mean (i) any literary works or other material or works of authorship that Contractor may deliver to County in providing Services under this Master Agreement under a fully executed FP/D or T&M/D Work Order, as amended by any fully executed Work Order Amendment(s) thereto; and (ii) Developed Work. Deliverable(s) do not include commercially available software, which may be provided under other agreements. All Deliverables shall be designated as County IP or Joint IP in each Work Order.
- 2.24 **DEPARTMENT(S):** The term "Department(s)", whether singular or plural, shall mean any one of the County's department(s) acquiring Services under this Master Agreement under a fully executed FP/D or T&M/D Work Order, as amended by any fully executed Work Order

Amendment(s) thereto. For purposes of this Master Agreement, "Department" shall also include any governmental entity for which the County's Board of Supervisors is the governing board.

- 2.25 **DEVELOPED WORK:** The term "Developed Work" shall mean Code Developments, plans, interfaces, charts, programs, program listings, documentation, documents, interfaces and reports (other than Products and Pre-Existing Work) which are originated or created through Contractor's provision of Services pursuant to this Master Agreement.
- 2.26 **DISPUTE RESOLUTION PROCEDURE:** The term "Dispute Resolution Procedure" shall mean the procedure for resolution of the disputes arising under this Master Agreement described in Paragraph 52.0 ([Dispute Resolution Procedure](#)).
- 2.27 **DOCUMENTATION:** The term "Documentation" shall mean any and all written and electronic publications relating to the Services, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its Services.
- 2.28 **EFFECTIVE DATE:** The term "Effective Date" shall mean the date of execution of this Master Agreement by authorized representative of Contractor and approval of this Master Agreement by County's Board of Supervisors.
- 2.29 **EXTENDED TERM(S):** The term "Extended Term(s)", whether singular or plural, shall have the meaning set forth in Paragraph 10.0 ([Term of the Master Agreement](#)).
- 2.30 **FINAL ACCEPTANCE:** The term "Final Acceptance" shall have the meaning set forth in Paragraph 7.0 ([Work Order Acceptance](#)) and/or the applicable FP/D or T&M/D Work Order.
- 2.31 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.32 **FIXED PRICE; FP/D:** A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specified fixed price, and delivered per a specific schedule.
- 2.33 **HIPAA:** The term "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996, together with all rules and regulations from time to time promulgated thereunder, as further defined in Exhibit H (ESMA Business Associate Agreement).
- 2.34 **HIPAA-RELATED WORK ORDER:** The term "HIPAA-Related Work Order" shall mean a Work Order that may be subject to the requirements of HIPAA, and is denoted by County's designation in Attachment B1 (Sample Statement of Work) to Exhibit B (Sample Work Order).
- 2.35 **INITIAL ACCEPTANCE:** The term "Initial Acceptance" shall have the meaning set forth in Paragraph 7.0 ([Work Order Acceptance](#)) and/or the applicable FP/D or T&M/D Work Order.
- 2.36 **INITIAL TERM:** As used herein, the term "Initial Term" shall have the meaning set forth in Paragraph 10.0 ([Term of the Master Agreement](#)).
- 2.37 **INVOICE WITHHOLD:** County may withhold up to twenty (20) percent of a Deliverable invoice as identified in the applicable Work Order and the total amount withheld from all Deliverable invoices will be paid upon County's Final Acceptance of the applicable Deliverable.
- 2.38 **JOINT IP:** Any Deliverables developed by Contractor in collaboration with County and so designated in a Work Order.

- 2.39 **MASTER AGREEMENT:** A County agreement executed between County and individual Contractors. The Master Agreement includes those documents described in Paragraph 1.0 ([Applicable Documents](#)) and sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.40 **PRE-EXISTING WORK:** The term "Pre-existing Work" shall mean all intellectual property rights to and ownership rights of any computer codes, information, processes, procedures, and other materials (other than Products and Deliverables) developed or otherwise obtained by or for Contractor or Contractor's affiliates, or County, independently of this Master Agreement. Contractor shall identify its Pre-Existing Work, if any, in the applicable Work Order.
- 2.41 **PRODUCT(s):** The term "Product(s)", whether singular or plural, shall mean any materials comprising commercially-released, pre-release or beta products (whether licensed for a fee or no charge) that Contractor makes available to County for license under a separate license agreement applicable to that Product as published by Contractor, its affiliates, or a third party.
- 2.42 **QUALIFIED CONTRACTOR:** A Contractor who has submitted a Statement of Qualifications in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications for one or more of the ESMA Service Categories defined in Exhibit A (ESMA Services Categories); and has executed this Master Agreement with County.
- 2.43 **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ):** An open and continuous solicitation for enterprise information technology contractors.
- 2.44 **SERVICE(s):** The term "Service(s)", whether singular or plural, shall mean the services rendered by Contractor in accordance with this Master Agreement, which Services shall be described under a fully executed Work Order, as amended by any fully executed Work Order Amendment(s) thereto.
- 2.45 **STATE:** The State of California.
- 2.46 **STATEMENT OF QUALIFICATIONS (SOQ):** A vendor's written description and proof of requisite experience that qualifies the vendor to provide Services in any of the ESMA Categories.
- 2.47 **STATEMENT OF WORK (SOW):** A written description of duties and/or tasks and deliverables desired by the County under a specific Work Order as amended by any fully executed Work Order Amendment(s) thereto. Statements of services shall be incorporated into each Work Order to be performed by the Contractor awarded the Work Order.
- 2.48 **TIME AND MATERIALS; T&M:** The defined service or set of services performed by Contractor in response to a defined task, or set of tasks on the basis of direct labor hours at the specified fixed and blended hourly rate set forth in each Work Order, that include wages, overhead, general and administrative expenses, travel and incidental expenses, and profit, and delivered per a specific schedule.
- 2.49 **TOTAL MAXIMUM AMOUNT:** The maximum monetary amount specified as payable to Contractor on a Work Order.
- 2.50 **VENDOR'S OVERALL QUALIFICATIONS:** All minimum qualifications specified in the Request for Statement of Qualifications (RFSQ), this Master Agreement and each applicable Work Order Solicitation (WOS) issued hereunder.

- 2.51 **WARRANTY PERIOD:** The term "Warranty Period" shall have the meaning set forth in Paragraph 9.0 ([Work Order Warranty\(ies\)](#)) and the applicable Work Order.
- 2.52 **WORK ORDER AMENDMENT:** The term "Work Order Amendment(s)" shall mean a work order amendment duly authorized under the terms of this Master Agreement against an open Work Order in accordance with Paragraph 15.3 ([Work Order Amendments](#)) with all applicable forms and attachments thereto.
- 2.53 **WORK ORDER:** Work Order, used interchangeably with executed Work Order, is a subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids solicited by way of a Work Order Solicitation and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, the County shall select the most qualified bid responding to the requirements of the proposed Work Order based on the evaluation criteria set forth herein and in each Work Order Solicitation. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.
- 2.54 **WORK ORDER SOLICITATION (WOS):** Competitive solicitation, structured on a Fixed Price Per Deliverable (FP/D) and/or Time & Materials Per Deliverable (T&M/D) basis, containing the Statement of Work, evaluation and selection criteria, and any other relevant information necessary for Qualified Contractors to bid on a Work Order. The Work Order Solicitation will be sent to the Qualified Contractors in the respective ESMA Service Categories. The Work Order Solicitation may result in the award of a Work Order for the services identified in the Work Order Solicitation.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall generally conform to Exhibit B (Sample Work Order). Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or as amended by any fully executed Work Order Amendment(s) thereto, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.3 The Services are competitively bid among Qualified Contractors in specific ESMA Service Categories on a project-by-project basis. The Master Agreement is for work performed for a project basis and not for staff augmentation and is not a vehicle to procure Products, materials and/or goods of any kind.
- 3.4 County may solicit bids or proposals for work encompassed within one or more of the ESMA Service Categories set forth in Exhibit A (ESMA Service Categories). The County will issue Work Order Solicitations and award Work Orders in accordance with this Paragraph 3.0. In response to such Work Order Solicitations, Qualified Contractors shall bid or propose qualified personnel to satisfy the County's stated requirements. For Work Order(s) awarded to Contractor under

this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work, pursuant to the provisions of this Master Agreement and in accordance with subsequent Work Order(s), as set forth herein.

- 3.5 No Qualified Contractor may submit a bid or proposal for any Work Order Solicitation for which it wrote, prepared or otherwise assisted the County in preparing such Work Order Solicitation.

4.0 WORK ORDER SOLICITATION PROCESS

- 4.1 County shall issue a Work Order Solicitation, via any electronic means, to all Qualified Contractors within the respective Service Category(s).
- 4.2 The Work Order Solicitation will be either on a Fixed Price Per Deliverable (FP/D) and/or Time and Materials Per Deliverable (T&M/D) basis and shall contain a Statement of Work describing in detail the particular County project and the work that the selected Qualified Contractor will be required to perform.
- 4.3 For any Work Order Solicitation, interested Qualified Contractors within the respective Service Category(s) shall:
1. Propose an individual candidate or a team of qualified candidates, whichever is specified in the Work Order Solicitation, for Fixed Price Per Deliverable (FP/D) or Time and Materials Per Deliverable (T&M/D) Work Order Solicitations. If the Work Order Solicitation requests a team of qualified Consultants, Contractor shall only be allowed to propose one (1) complete team of Consultants and/or subcontractor(s) pursuant to the Work Order Solicitation and the Statement of Work, unless otherwise stated.
 2. Submit a resume on Qualified Contractor's letterhead for the proposed individual or for each proposed team member; ensure name(s) on the resume(s) is(are) candidates' legal name as it appears on their social security card or any other government issued ID. Failure to submit resumes on company letterhead will result in the proposed candidate/proposed team member being disqualified without further consideration.
 3. For Fixed Price Per Deliverable (FP/D) Work Order Solicitations, submit the Fixed Price Per Deliverable (FP/D) quotation as required in the Work Order Solicitation and the Statement of Work.
 4. For Time and Materials Per Deliverable (T&M/D) Work Order Solicitations, submit the hourly rate(s) for each proposed candidate or a blended hourly rate for the team of candidates, together with a good faith or not-to-exceed estimate of hours to complete the work, as required in the Work Order Solicitations and the Statement of Work.
 5. Submit any other requested information as set forth in the Work Order Solicitation and the Statement of Work.
 6. Submit the required documentation, (collectively, the bid or proposal), to the County by the bid submission deadline, to the address, and in the delivery manner (e.g. electronic, hard copy, etc.) set forth in the Work Order Solicitation.
 7. Failure to submit the bid or proposal by the bid submission deadline to the appropriate destination as set forth in the Work Order Solicitation may immediately disqualify Contractor from further consideration for that particular Work Order.

- 4.4 The submission of, and responses to, questions may be allowed as specified in the Work Order Solicitation.
- 4.5 All candidates proposed by Contractor are subject to both a reference check and a background and security investigation by the County pursuant to Paragraph 14.6 ([Background and Security Investigations](#)).

5.0 WORK ORDER EVALUATION AND AWARD PROCESS

- 5.1 The evaluation methodology for every Work Order Solicitation may consist of four (4) components, each weighed and considered as set forth in the applicable Work Order Solicitation:
 - a. Cost;
 - b. Quality/Responsiveness of Proposal;
 - c. Candidate(s) Qualifications and Reference(s); and
 - d. Candidate(s) Interview(s)/Product Demonstration(s).

There may also be additional evaluation components specified in each Work Order Solicitation. Using this process, the County shall select the proposal that the County deems to be in the overall best interest of the County.

- 5.2 If required under the Work Order Solicitation, Contractors and/or the Contractor Personnel proposed by the Contractor, shall be available for an interview/demonstrations for the County within three (3) business days after notification to Contractor of the County's intent to interview. Failure to be available for an interview within this time frame may disqualify Contractor from further consideration for the subject Work Order.
- 5.3 Upon the completion of interviews, demonstrations and overall evaluations, the County will notify all Qualified Contractors who responded to the Work Order Solicitation of the County's intent to execute the Work Order with the highest overall rated Qualified Contractor. The prevailing Qualified Contractor shall be required to verify the availability of the Contractor Personnel proposed in the applicable Work Order Solicitation. Where any individual candidate(s) is no longer available, the prevailing Qualified Contractor may replace such individual candidate(s) with Contractor Personnel with equal or greater skill and background. Such replacement candidate(s) shall be subject to all the requirements of this Master Agreement and the applicable Work Order Solicitation, including, but not limited to, a reference check and a background and security investigation pursuant to Paragraph 14.6 ([Background and Security Investigations](#)).
- 5.4 Any Work Order Solicitation where the evaluation considers factors other than cost shall be subject to Exhibit K.
- 5.5 Contractor Personnel selected for a Work Order must be available to meet with the County and/or commence work on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for replacement of Consultant from the particular Work Order as determined in the sole discretion of the ESMA Administrator. In the event Contractor fails to meet the requirements set forth in this Paragraph 5.4 for three (3) incidents within a given County Fiscal Year, County may terminate this Master Agreement pursuant to Paragraph 60.3 ([Termination for Default](#)).

- 5.6 The County reserves the right, in its sole discretion, to cancel a Work Order Solicitation at any point in the solicitation process. At no time will Qualified Contractor be reimbursed for any cost associated with its participation in a canceled Work Order Solicitation.
- 5.7 Contractor acknowledges and agrees that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Qualified Contractors under this Master Agreement.
- 5.8 ESMA Administrator will prepare the ESMA Work Order for execution, which shall include the Statement of Work and, when applicable, Exhibit H (ESMA Business Associate Agreement).
- 5.8 ESMA Administrator will forward the Work Order packet to the prevailing Qualified Contractor who shall obtain all necessary and required signatures and other applicable attachments, and return same to the ESMA Administrator.
- 5.9 Once the signed Work Order and all required documents are returned by the Qualified Contractor to the ESMA Administrator, the ESMA Administrator shall forward same to the County Work Order Project Manager to secure his or her County department's approval and signature.
- 5.10 Once the County Work Order Project Manager has secured all required signatures on the Work Order, he or she shall return the Work Order to the ESMA Administrator for final review and execution.
- 5.11 Upon receipt of the signed Work Order from the County Work Order Project Manager, ESMA Administrator shall review the Work Order for completeness and, when satisfied that all preliminary requirements have been met by the Qualified Contractor and County Work Order Project Manager, cause the Work Order to be officially executed by affixing his or her signature to the Work Order and returning executed copies to the department and the Qualified Contractor to commence work on such Work Order.
- 5.12 No work shall commence under the Work Order until the ESMA Administrator has formally executed and issued the ESMA Work Order.
- 5.13 Refer to Exhibit K (ESMA Work Order Request, Solicitation, Award and Execution Processes Diagram) for a more concise depiction of the Work Order-related processes described in Paragraph 4.0 ([Work Order Solicitation Process](#)) and this Paragraph 5.0 ([Work Order Evaluation and Award Process](#)) of this Master Agreement.

6.0 WORK ORDER APPROVAL AND EXECUTION

All Work Orders issued under this Master Agreement shall be approved and executed as follows:

1. For Work Orders in an amount up to Three Hundred Thousand Dollars (\$300,000), the Work Order shall be approved and executed by County's ESMA Administrator.
2. For Work Order in an amount exceeding Three Hundred Thousand Dollars (\$300,000), County's Work Order Project Manager shall provide written notice of such Work Order to County's Board of Supervisors. If County's ESMA Administrator is informed by the County's Work Order Project Manager that no response or objection to such written notice has been received from County's Board of Supervisors within two (2) weeks (fourteen (14) calendar

days) from the date of providing such written notice, the Work Order shall be approved and executed by County's ESMA Administrator.

Following approval and execution, the Work Order shall be issued to Contractor by County's ESMA ADMINISTRATOR in accordance with the procedures set forth in Paragraph 5.0 ([Work Order Evaluation and Award Process](#)).

7.0 WORK ORDER ACCEPTANCE

- 7.1 Work Order Acceptance Criteria shall be as specifically set forth in the Work Order. County Work Order Project Manager shall issue an Acceptance Certificate with respect to any Deliverable or Service performed by Qualified Contractor in accordance with the Work Order Acceptance Criteria.
- 7.2 To the extent applicable, each Work Order will define what is meant by Initial Acceptance, Final Acceptance, Acceptance Criteria and the Warranty Period with respect to any Deliverable or Service performed by Contractor under Work Orders.
- 7.3 If no Acceptance Criteria are specified in the Work Order, Acceptance shall be deemed to occur upon performance of the Services and/or delivery of the Deliverables, in which case no Acceptance Certificate shall be necessary.

8.0 WORK ORDER TERMINATION

Notwithstanding anything to the contrary, all disputes with respect to either party's failure to perform or to fulfill its responsibilities under any Work Order are subject to the Paragraph 52.0 ([Dispute Resolution Procedure](#)). In the event the parties following the Dispute Resolution Procedure fail to reach an agreement with respect to a Work Order, such Work Order may be terminated in part or whole upon mutual agreement of both parties. After such Work Order termination, Contractor shall:

1. Stop work under this Master Agreement on the agreed upon termination date;
2. Deliver to County all completed work and work in progress;
3. Complete performance of such part of the work as shall not have been terminated; and
4. Not invoice County for Services and/or Deliverables before such Services and/or Deliverables are provided, as Contractor shall not be entitled to any prepayment under this Master Agreement.

Except as otherwise providing under the terms of this Master Agreement or the applicable Work Order, County shall compensate Contractor for all work performed under this Master Agreement up to the effective date of termination of this Master Agreement and the applicable Work Order(s).

9.0 WORK ORDER WARRANTY(IES)

9.1 WORK ORDER WARRANTIES

1. For the purposes of this Paragraph 9.0 and the Master Agreement and as defined in a Work Order, the "Warranty Period" for any Deliverables provided and Services performed by

Contractor pursuant to a Work Order shall have the meaning set forth in the applicable Work Order, including the Statement of Work. If no Warranty Period is specified in the Work Order, the Warranty Period shall be ninety (90) days from Final Acceptance of the Services and/or Deliverables. Contractor represents and warrants that during the Warranty Period all Services and Deliverables under this Master Agreement shall be without Deficiencies, and in accordance with the terms and conditions hereunder and applicable Acceptance Criteria set forth in the Work Order.

2. County must notify Contractor of any warranty Deficiencies within the Warranty Period. Contractor shall promptly correct any and all Deficiencies with the Deliverables and Services occurring during the Warranty Period in accordance with this Paragraph 9.0. The correction of all such Deficiencies shall be at no cost to the County during the Warranty Period.
3. In the event that Contractor is unable to cure any Deficiency within thirty (30) days from the date on which County notifies Contractor of, or Contractor otherwise learns of, such Deficiency, Contractor shall, at County's option, refund to County all fees paid by County for the Deliverables and/or Services County deems to be unusable.
4. In the event County reasonably finds that the Services do not meet the Work Order specifications as set forth in the applicable Work Order for such Services, County shall inform Contractor in writing how the Services are non-conforming. Such corrective action may include re-performance of the non-conforming Services at no additional charge.

9.2 FURTHER WARRANTIES

1. Contractor further represents, warrants, covenants and agrees that during the term of this Master Agreement:
 - a. Contractor shall comply with the applicable specifications, requirements, standards, and representations set forth in the Master Agreement; and
 - b. Contractor warrants that the Services will be performed using reasonable care and skill and in a professional, timely and workmanlike manner and otherwise in accordance with this Master Agreement and consistent with industry standard practices.
2. In performance of its Services under this Master Agreement, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," "key lock," "worm," or "Trojan Horse" device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Master Agreement, nor shall Contractor knowingly permit any subsequent Services under this Master Agreement to cause placement of any Disabling Device on County's systems.

3. To the best of Contractor's knowledge, the Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Services and Deliverables will not infringe the intellectual property rights of any third party.

9.3 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third party software product that forms a part of the Services and which are provided by Contractor under this Master Agreement.

9.4 WARRANTY DISCLAIMERS

EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS MASTER AGREEMENT, ANY WORK ORDER EXECUTED HEREUNDER AND ANY UNDERLYING PRODUCT PURCHASE AGREEMENTS AND/OR PURCHASE ORDERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, DELIVERABLES OR ANY OTHER MATERIALS OR INFORMATION PROVIDED HEREUNDER.

10.0 TERM OF MASTER AGREEMENT

10.1 INITIAL TERM

The term of the Master Agreement shall commence on the Effective Date and shall expire [five (5) years from the date of the Board of Supervisors authorization of the first ESMA or on INSERT DATE]*], (Initial Term), unless sooner terminated or extended, in whole or in part, as provided herein.

*See comment in RFSQ

10.2 RENEWAL OPTIONS

The County shall have the sole option to extend the Master Agreement for up to two (2) one-year terms (each an Extended Term). Each such option and extension shall be exercised at the sole discretion of the CIO or his or her designee, as authorized by the Board of Supervisors.

10.3 MASTER AGREEMENT EXTENSION

Notwithstanding any other provision of this Paragraph 10.0, a Work Order executed prior to the expiration date of this Master Agreement may be executed with an expiration date up to one hundred eighty days (180) days past the expiration date of this Master Agreement in order to complete a critical project that may be in progress at the end of the Master Agreement term without interruption. Any such Work Order shall automatically extend this Master Agreement's expiration date up to the Work Order expiration date. Such extended Master Agreement expiration date shall only be applicable to such Work Order and shall not extend the expiration

date for any other purposes whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

11.0 CONTRACT SUM

- 11.1. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to an executed and satisfactorily performed Work Order. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated for the Services to County Departments by the Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such maximum annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 11.2. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 11.3. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

12.0 INVOICES AND PAYMENTS

- 12.1. For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either (1) by Deliverable upon Acceptance of such Deliverable, if performed on a (Fixed Price Per Deliverable (FP/D) basis and/or (2) monthly, if performed on a Time and Materials Per Deliverable (T&M/D)) basis.
- 12.2. County will pay Contractor's invoices only for Services authorized under fully executed Work Orders and in accordance with the Work Order requirements. Payment for all work shall be on either a Time and Materials Per Deliverable (T&M/D) basis or a Fixed Price Per Deliverable (FP/D) basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 48.0 ([Liquidated Damages](#)). County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. County shall never pre-pay for any Services and no Work Order shall be subject to pre-payment. Contractor will submit an invoice only after performance of the Services covered by the respective invoice.
- 12.3. Contractor shall be responsible for monitoring and controlling the number of hours worked by Contractor Personnel assigned to each Time and Materials Per Deliverable (T&M/D) Work

Orders. In the case of Fixed Price Per Deliverable (FP/D) Work Orders, Contractor shall be responsible for monitoring and controlling the tasks and deliverables as specified in the Work Orders. Contractor shall ensure that Contractor Personnel do not work beyond a Work Order expiration date. Contractor shall ensure that the billable work on a Work Order does not exceed the Total Maximum Amount as set forth in each Work Order. Further, Contractor shall ensure that Contractor Personnel who perform work on a Work Order are specified in that Work Order.

- 12.4. Fees for Services listed in a Work Order are exclusive of taxes unless otherwise stated in the respective Work Order. Such taxes, if any, shall be itemized in the applicable invoices. Contractor shall be liable and responsible for payment of any and all taxes arising from and/or applying to any and all tasks, deliverables, goods, services, and/or others work performed on Work Orders under this Master Agreement except for sales taxes due to the State of California, if any, for software updates on tangible media. Contractor shall invoice the County for such taxes as part of Contractor's deliverable billing, and Contractor shall pay such taxes collected in this manner to the State of California.
- 12.5. The parties understand that California does not presently impose a State value-added, sales/use, or similar tax on services. In the event such taxes are imposed by California in the future with respect to this Master Agreement, the amounts set forth in the invoices submitted by Contractor shall include applicable California and other state and local sales/use taxes itemized on all Services procured by County pursuant to or otherwise due as a result of this Master Agreement. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other state and local sales/use taxes billed by Contractor to County and paid by County to Contractor in accordance with this Master Agreement. In the event Contractor fails to pay such California or any other state or local sales/use tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all California or any other state or local sales/use tax amounts paid by County as a result of such failure.
- 12.6. Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.
- 12.7. All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Project Manager, or his or her designee, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 12.8. Invoices under this Master Agreement shall be submitted to the bill-to address(es) set forth in the applicable Work Order.
- 12.9. Notwithstanding any other provision of this Master Agreement, and in addition to any other rights of County given by law or provided in this Master Agreement, County may upon written notice to Contractor, withhold all payments for a Work Order while Contractor is not providing Services under and in accordance with the Work Order or is otherwise in default hereunder.
- 12.10. The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order. Each invoice submitted by Contractor shall specify:

1. County issued Work Order number;
 2. Contractor's Master Agreement number;
 3. Period of performance of work being invoiced;
 4. Name(s) of Consultant who performed the work;
 5. In the case of a Time and Materials Per Deliverable Work Order, number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order;
 6. A brief description of the Deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), date of written notification of receipt of Services by County's Work Order Project Manager, and the individual amount being billed for each Deliverable, including:
 - a. Entry for any applicable Invoice Withhold amounts stated in the respective Work Order for payments claimed or reversals thereof;
 - b. Entry for any applicable credits due County under the terms of this Master Agreement or reversals thereof; and
 7. The total amount of the invoice.
- 12.11. If no payment terms are specified in the Work Order, the payment terms for any undisputed invoice are 30 calendar days after receipt. Certified Local SBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.
- 12.12. In the event discrepancies are found during the invoice review as provided in Paragraph 12.7 above, County's Work Order Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from the receipt of such disputed invoice by County. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Paragraph 12.12 shall mean, but it not limited to, the details on the invoice or the receiving report which do not conform to the applicable Work Order.

13.0 COUNTY ADMINISTRATION OF MASTER AGREEMENT

County's administrative personnel are listed in Exhibit C (County's Administration of Master Agreement). The County will notify the Contractor in writing of any change in the names or addresses of County's administration specified in Exhibit C (County's Administration of Master Agreement).

13.1 CHIEF INFORMATION OFFICER (CIO)

The CIO or his or her designee, shall have the authority to execute new Master Agreements with vendors that have met the qualifications in one or more ESMA Service Categories and have been selected to become a Qualified Contractor, and terminate Master Agreements in accordance with Paragraph 60.0 ([Termination of Master Agreement](#)).

13.2 COUNTY'S ESMA ADMINISTRATOR

1. County's ESMA Administrator, or his or her designee, is responsible for the administration of this Master Agreement ensuring that Contractors are in compliance with the terms and conditions of this Master Agreement and that the objectives of this Master Agreement are met.
2. The County's ESMA Administrator has the authority to negotiate and recommend all changes to this Master Agreement; approve and execute Work Order Solicitations, Addenda, Work Orders, and Work Order Amendments (in accordance with Paragraph 15.3 ([Work Order Amendments](#)); add/or delete ESMA Service Categories in accordance with Paragraph 15 ([Amendments and Change Notices](#)), maintain and update all records related hereto; and resolve disputes between OCIO and/or County Departments and the Contractor.
3. The County's ESMA Administrator is the County's chief contact person with respect to the day-to-day administration of this Master Agreement and will generally be the first person for Contractor to contact with any questions.
4. The County's ESMA Administrator has the authority to review, determine and approve all Contractor requests to subcontract in accordance with Paragraph 59.0 ([Subcontracting](#)).

13.3 COUNTY'S WORK ORDER PROJECT MANAGER

1. The Work Order Project Manager will be responsible for ensuring that the technical standards and task requirements specified in each Work Order are complementary to each other and shall provide on request any information, coordination, documentation, and/or materials as may be reasonably required by Contractor to perform Work Orders;
 - a. Coordinating and monitoring the work of Contractor Personnel assigned to the Work Order Project Manager's specific projects, and for
 - b. Monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
 - c. Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's Personnel on each particular project; and
 - d. Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
2. County's Work Order Project Managers are not authorized to make any changes in Work Order rates, dollar totals, periods of performance, or in the terms and conditions of the Work Order or this Master Agreement, except through formally prepared Work Order Amendments executed by the County's ESMA Administrator as set forth in Paragraph 15.3 ([Work Order Amendments](#)).

14.0 CONTRACTOR ADMINISTRATION OF MASTER AGREEMENT

Contractor's administrative personnel are listed in Exhibit D (Contractor's Administration). The Contractor shall notify the County, in writing, of any change in the names or addresses of

Contractor's administration specified in Exhibit D (Contractor's Administration) and shall submit a revised Exhibit D (Contractor's Administration).

Contractor shall notify the County of any changes to Exhibit D (Contractor's Administration) in accordance with Paragraph 53.0 ([Notices](#)) and shall submit a revised Exhibit D (Contractor's Administration) to the County. Such revised Exhibit D (Contractor's Administration) shall be incorporated into the Master Agreement by this reference.

14.1 CONTRACTOR'S PROJECT DIRECTOR

1. Contractor's Project Director is designated in Exhibit D (Contractor's Administration).
2. Contractor's Project Director shall be responsible for Contractor's administration of this Master Agreement and shall coordinate with County's ESMA Administrator, or his or her designee, with respect to all administrative matters.

14.2 CONTRACTOR'S PROJECT MANAGER

1. Contractor's Project Manager is designated in Exhibit D (Contractor's Administration).
2. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Project Managers on a regular basis with respect to all active Work Orders.

14.3 CONTRACTOR'S AUTHORIZED OFFICIALS

1. Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration).
2. Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

14.4 APPROVAL OF CONTRACTOR PERSONNEL

1. County has the absolute and ongoing right to approve or disapprove all of Contractor Personnel performing work hereunder and any proposed changes in Contractor Personnel, including, but not limited to, Contractor's Project Manager and Contractor's Project Director.
2. In fulfillment of its responsibilities under this Master Agreement, Contractor shall utilize, and permit utilization of, only staff trained and experienced at appropriate industry standard levels, and, as appropriate, licensed or certified in the technology, trades, tasks, subtasks Deliverables and Services required by this Master Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
3. Subsequent to approval, and at the County's sole discretion, County may disapprove Contractor Personnel and may require the replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, but is not limited to, change in project priorities, scope, or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal

difficulties. Where a replacement request will result in a delay of Contractor's performance, Contractor shall give County notice of such possible delay within three (3) business days of the receipt of the request for replacement. Thereafter, the parties, acting in good faith, shall consider extending the performance dates in the applicable Work Order; provided, however, the County will not consent to any extensions where the replacement request is due to change in County Board of Supervisors' policies, conflicts of interest, or ethical or legal difficulties.

4. Contractor shall not replace, remove, or reassign, any Contractor Personnel who have been approved by County and assigned to a Work Order without the prior written approval by County's Work Order Project Manager. The only allowed exceptions to this provision are instances of serious illness, death, employment termination, and other such causes beyond Contractor's control.
5. If Contractor desires, or is obliged, to replace, remove, or reassign any Contractor Personnel from a Work Order, Contractor shall furnish County's Work Order Project Manager with a written notice of such intention within three (3) business days of Contractor's determination to take such action. In no event shall Contractor proceed with a discretionary replacement, removal, or reassignment without the advance prior written approval of County's Work Order Project Manager, notwithstanding the exceptions set forth in this Paragraph 14.4.
6. In the event that the County approves Contractor to proceed with a replacement of Contractor Personnel for a Work Order, Contractor shall provide the County with the following:
 - a. Within five (5) business days, propose an equally qualified replacement(s) who meets the minimum qualifications specified in the Work Order.
 - b. Resume of the proposed replacement(s) on Contractor's letterhead.
 - c. An opportunity to interview the proposed replacement(s).
 - d. Proposed replacement(s) whose hourly rate(s) shall not be greater than the hourly rate(s) specified in the Work Order.
 - e. In the event that Contractor is unable to find a replacement(s), the County will terminate the Work Order and may rebid the entire solicitation to all current Qualified Contractors in the respective Service Category(ies).
7. All County approved replacement(s) will be effectuated by way of a Work Order Amendment as set forth in Paragraph 15.3 ([Work Order Amendments](#)).
8. Work Orders issued under this Master Agreement are contracts with Qualified Contractors, not with specific individuals. Therefore, individuals transferring from one Qualified Contractor to another Qualified Contractor during the course of a Work Order, may not under any circumstance, transfer the Work Order(s) with the Consultant. In the event that Contractor loses personnel assigned to a Work Order, Contractor shall adhere to the personnel replacement process set forth in this Paragraph 14.4.
9. Contractor Personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location may be subject to increased U.S. federal, state and local taxes. Where possible, Contractor will manage the

length of these assignments to mitigate such personnel being subject to increased tax liabilities, and will inform the County in advance when project personnel will be removed from the project site under this paragraph. Notwithstanding the foregoing, Contractor will not remove specified personnel if, prior to their being assigned to the project site for more than one year, County agrees in writing to reimburse Contractor for the amounts payable to its personnel to cover the excess tax liability resulting from their being assigned to the project site for more than one year. Contractor's gross-up of employee compensation is intended to take into account the excess tax liability which may include federal, state, and local taxes. Application of tax law affecting Contractor Personnel will be determined by Contractor.

14.5 CONTRACTOR PERSONNEL IDENTIFICATION

1. All of Contractor Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
2. Contractor shall be responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
3. Contractor shall notify the County within one (1) business day when Contractor Personnel is terminated from a Work Order(s) issued under this Master Agreement. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
4. If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the employee's County ID badge to the County on the next business day after the employee has been removed from working on a Work Order(s) issued under this Master Agreement.

14.6 BACKGROUND AND SECURITY INVESTIGATIONS

1. Prior to execution of any Work Order, Contractor agrees to complete a background check ("Background Check") on all Contractor Personnel providing Services pursuant to such Work Order. The Background Check shall include, at a minimum, (i) identity verification and residence history, in any governmental construct (e.g., state, county, province, territory) throughout the world in which the Contractor Personnel has resided during the seven (7) years preceding the commencement of his/her employment with Contractor; (ii) sanctions screening against the Office of Foreign Asset Control (OFAC) database(s); (iii) employment eligibility screening; (iv) employment verification for the past seven (7) years of employment or three (3) employers, whichever is greater; (v) education verification check; (vi) if legally permitted, criminal background checks, including fingerprint checks if it is industry practice; and (vii) if legally permitted, credit checks. Each Background Check shall be performed in accordance with law and regulation. The fees associated with the Background Check shall be at the expense of the Contractor. Contractor shall not utilize any Contractor Personnel with any discrepancies in a Background Check to provide any Services to County.

2. If identified by County as being required for certain Services, additional background investigation(s) may be required, each of which shall be as set forth in the applicable Work Order. If any of Contractor Personnel do not pass the background investigation(s), County will request that such personnel be immediately removed from performing Services under the applicable Work Order at any time during the term of the Master Agreement. If such background investigations are conducted by County, County will not provide to Contractor or to Contractor Personnel any information obtained through the County's background investigation(s). County, in its sole discretion, may immediately deny or terminate facility access to any Contractor Personnel that do not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
3. Disqualification of any of Contractor Personnel pursuant to this Paragraph 14.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

14.7 CONFIDENTIALITY AND SECURITY

1. Contractor shall protect the security and maintain the confidentiality of all records, materials, documents, data, and/or other information received, obtained and/or produced under the provisions of this Master Agreement (collectively, County Confidential Information) in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Contractor shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written approval.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 14.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
4. Contractor shall sign and adhere to the provisions of Exhibit F (Contractor's Acknowledgement, Confidentiality and Copyright Assignment Agreement).
5. Contractor shall ensure that only those employees and/or non-employees required to perform the Services covered by this Master Agreement have access to County Confidential Information. All records, materials, documents, and/or other information of any kind obtained from County and all reports developed by Contractor and/or its subcontractors under this Master Agreement are confidential to and are solely the property of the County.
6. Contractor shall take the steps necessary to ensure that confidential records, materials, documents, data, and/or other information of any kind obtained from County shall not be copied or reproduced by any method without the express, written approval of the County's Work Order Project Manager.
7. Contractor acknowledges that a breach by Contractor of this Paragraph 14.7 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 14.7 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 14.7.
8. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor Personnel) for disclosure of any County Confidential Information, Contractor shall promptly notify County's ESMA Administrator. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and fully cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

15.0 AMENDMENTS AND CHANGE NOTICES

15.1 AMENDMENTS TO MASTER AGREEMENT

1. BOARD OF SUPERVISORS/CHIEF EXECUTIVE OFFICE CHANGES

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the CIO or his or her designee.

2. MASTER AGREEMENT AMENDMENTS

- a. In accordance with Paragraph 16.0 ([Assignment and Delegation](#)), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout,

company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by County and executed by the Contractor and the CIO or his or her designee. Such Amendment will be prepared only after County has granted its prior written approval.

- b. Notwithstanding any other provisions of this Paragraph 15.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the CIO or his or her designee.
- c. Extensions of Term – The CIO or his designee may, at his sole discretion, authorize the County’s ESMA Administrator to extend this Master Agreement in accordance with Paragraph 10.0 ([Term of Master Agreement](#)). The Contractor agrees that such extensions of the term shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of the term, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the CIO or his or her designee.
- d. Addition/Deletion of ESMA Service Categories – Throughout the term of this Master Agreement the County’s ESMA Administrator or his or her designee may, at his or her sole discretion, add to or delete from the ESMA Service Categories set forth in Exhibit A (ESMA Service Categories). To add or delete ESMA Service Categories, a Change Notice to the Master Agreement will be prepared by County and executed by the Contractor and the CIO or his or her designee.

15.2 CHANGE NOTICES TO MASTER AGREEMENT

Notwithstanding any other provisions of this Paragraph 15, for any change which does not affect the scope of work, term, payments, any condition or any rights or obligations of this Master Agreement, a Change Notice shall be prepared by County and executed by the Contractor and the County’s ESMA Administrator or his or her designee.

15.3 WORK ORDER AMENDMENTS

- 15.3.1 For any Work Orders issued under this Master Agreement, changes that affect the Statement of Work, hourly rates, Total Maximum Amount, deliverable prices, changes extending the period of performance of any Work Order, and/or changes substituting or modifying the assignment of Contractor Personnel, a Work Order Amendment shall be prepared and executed by the Contractor and the County’s ESMA Administrator or his or her designee.
- 15.3.2 Once executed, Work Orders may only be amended at the sole discretion of the CIO.
- 15.3.3 Amendments to Work Orders may only occur prior to the Work Order’s expiration date (no retroactive amendments will be permitted).
- 15.3.4 Amendments to Work Orders will not be permitted if the desired amendment substantively alters the initial Statement of Work to such an extent as to have rendered the initial solicitation process as unfair to other vendors who participated in the solicitation. Such determination shall be solely within the discretion of the CIO.

- 15.3.5 To commence the Work Order Amendment process, the County's Work Order Project Manager and the Contractor shall meet and agree upon the need and justification for a Work Order Amendment. Once both parties agree, the County Work Order Project Manager and Contractor shall prepare an Amendment to the original Work Order and submit the Amendment to the ESMA Administrator for approval:
- 15.3.6 Upon receipt of the above documents, ESMA Administrator shall:
- a. Determine whether or not a Work Order Amendment is permissible under the ESMA;
 - b. Determine whether or not the supporting documentation submitted by the County's Project Manager and Contractor justify a Work Order Amendment;
 - c. Inform the County Work Order Project Manager if the desired Work Order Amendment was found to be permissible and justified; and
 - d. If approved, sign and return the Work Order Amendment to the County's Work Order Project Manager;
- Said signed approval of the Work Order Amendment by the ESMA Administrator and all supporting documentation shall collectively constitute the executed Work Order Amendment.
- 15.3.7 No work on the Work Order Amendment shall commence until such time as the ESMA Administrator has formally executed and issued the Work Order Amendment.

16.0 ASSIGNMENT AND DELEGATION

- 16.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For any assignment and/or delegation, County consent shall require a written Amendment to the Master Agreement, in accordance with Paragraph 15.1 ([Amendments to Master Agreement](#)) which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 16.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment of the Master Agreement requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 16.3 Any assumption, assignment, delegation, company name change, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event

of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

17.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Master Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

18.0 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

19.0 PROPRIETARY CONSIDERATIONS

19.1 PRE-EXISTING WORK

Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services in any Work Order, each party grants to the other part (and Contractor's contractors and County's contractors and other agents, as necessary) a temporary, non-exclusive, paid-up license to use, execute, reproduce, display and perform, any of its Pre-existing Work provided to the other party solely for the performance of such Services during the term of this Master Agreement. To the extent any Contractor Pre-existing Work is incorporated into any Deliverables, Contractor grants County a non-exclusive, perpetual, irrevocable, fully paid-up license to use, reproduce and modify (if applicable) Contractor's Pre-existing Work in the form delivered to County as part of the Deliverables, provided that the Contractor Pre-existing Work is not used, copied or distributed separately from the Deliverables by County.

19.2 RIGHTS TO DELIVERABLES

1. County IP. County shall be the sole owner of all right, title and interest, including copyright, in and to all Deliverables designated as County IP in the applicable Work Order. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such County IP, including any copyright, patent and trade secret rights which arise pursuant to Contractor's provision of the applicable Services under this Master Agreement. Contractor shall affix the following notice to all County IP in the form of documentary and software items originated pursuant to this Master Agreement: "© Copyright _____, (such date as may be appropriate, i.e. 2016, etc.), County of Los Angeles. All rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all

system, user, and technical documentation; and (4) as otherwise may be directed by County.

2. Joint IP. Upon payment in full, Contractor grants County joint ownership of any Deliverables designated as Joint IP in the applicable Work Order. Joint ownership means that each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Joint IP for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties. County agrees to exercise its joint ownership rights for its business operations only and County will not resell Joint IP to any third party. Each party shall be the sole owner of any modifications that it makes to Joint IP. County business operations shall include use of Joint IP by all governmental entities (including agencies and cities) located within the Los Angeles County political/geographic borders for such entities' own internal business operations. Such other entities are prohibited from any other use and assignment, and County shall state those prohibitions in writing to such other entities to which County makes any assignment or permits any use.
3. Tools. Contractor shall retain sole and exclusive ownership rights in and to any tools or scripting applications developed or created by Contractor during the performance of Services hereunder (collectively, "Tools"). To the extent the Deliverables includes any Tools and/or County requires use of such Tools to permit County to use the Deliverables, Contractor shall be deemed to have granted County a nonexclusive, perpetual, royalty-free, irrevocable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify and display such Tools to permit County to receive the full benefit of the use of the Deliverables, including exercising any rights granted to it in Subparagraphs 19.2(1) and 19.2(2), provided that such Tools are not used, copied or distributed separately from the Deliverables by County.
4. Residuals. Nothing in this Master Agreement shall preclude Contractor from using any general information, ideas, concepts, know-how, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise (collectively, "Residual Information") which Contractor's employees or subcontractors retain in their unaided memory and derive from the performance of Services hereunder, and which are no more than skillful variations of general processes known to the computer data processing and/or information technology industries (and, as such, are neither proprietary, confidential, nor trade secret information of Contractor or its subcontractors), provided, however, that Contractor does not (i) use in connection with, and/or incorporate into, such Residual Information any County IP or County Confidential Information, and/or (ii) breach its confidentiality obligations hereunder.

19.3 NO PRODUCT PROVIDED

No Product shall be provided through or licensed under this Master Agreement.

20.0 INTENTIONALLY OMITTED

21.0 COMPLIANCE WITH APPLICABLE LAW

- 21.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) calendar days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County to Contractor, including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.
- 21.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 21.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

22.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit E (Contractor's EEO Certification).

23.0 COMPLIANCE WITH COUNTY PROCEDURES

Contractor agrees to comply with County's security and safety rules, policies and procedures (in this Paragraph 23.0, "procedures") while performing Services on County's site, provided that such procedures do not violate any State, local, or Federal laws (including privacy laws); that such procedures are expressly applicable to Contractor's provision of Services at the site at which Contractor is performing Services under this Master Agreement; that County makes available to each Contractor Personnel performing Services at County's site prior to commencement of such Services; that such procedures do not modify or amend the terms and conditions of the Master Agreement, and that County provides Contractor with any training regarding the procedures as reasonably requested by Contractor.

24.0 ARM'S LENGTH NEGOTIATIONS

This Master Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Master Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

25.0 CONFLICT OF INTEREST

- 25.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 25.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 25.0 shall be a material breach of this Master Agreement.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

26.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

26.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

26.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of

debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

26.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

27.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 27.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 27.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

28.0 CONTRACTOR'S WARRANTY AGAINST CONTINGENT FEES

- 28.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 28.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29.0 COUNTY'S QUALITY ASSURANCE PLAN

- 29.1 The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.
- 29.2 The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the

County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

- 29.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

30.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's ESMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Master Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

31.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County facilities, subject to Contractor's prior notification to County's ESMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's ESMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's ESMA Administrator and the applicable Department's Chief Information Officer or Information Technology Manager.

32.0 PHYSICAL ALTERATIONS OF COUNTY FACILITIES

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's ESMA Administrator and the applicable Department's Chief Information Office or Information Technology Manager.

33.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 33.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage, except normal wear and tear, to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 33.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by

cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Master Agreement, County may deduct such costs from any amounts due Contractor from County under this Master Agreement.

34.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use best efforts to ensure that no Contractor Personnel shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

35.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign Contractor Personnel under the age of eighteen (18) to perform work under this Master Agreement. All Contractor Personnel working at County facilities must be able to communicate in English.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 36.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 36.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

37.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments, Work Order Amendments, and Change Notices prepared pursuant to Paragraph 15.0 ([Amendments and Change Notices](#)), and Work Orders prepared and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments, Work Order Amendments, Change Notices, and Work Orders to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

38.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

39.0 FORCE MAJEURE

- 39.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 39.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 39.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or its Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing the Services on-site, such staff members may perform any or all of the Services remotely

41.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

42.0 INDEPENDENT CONTRACTOR STATUS

- 42.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 42.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 42.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 42.4 Contractor shall adhere to the provisions stated in Paragraph 14.7 ([Confidentiality and Security](#)).

43.0 INTELLECTUAL PROPERTY INDEMNIFICATION

- 43.1 Contractor represents and warrants that, as of the Effective Date, (a) Contractor has the full power and authority to grant the rights granted by this Master Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the Deliverables provided by Contractor under this Master Agreement, including any open-source or freeware or any other software provided and utilized by Contractor for provision of such Services, without interruption of system use or business operations, subject only to County's payment obligations under this Master Agreement, (d) this Master Agreement, the Services and/or the Deliverable(s) are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the term of this Master Agreement, Contractor shall not subordinate this Master Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Deliverable(s) and/or Services (or any part thereof) in accordance with this Master Agreement.
- 43.2 Contractor shall indemnify, hold harmless and defend the County Indemnitees, as defined below, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from any claims made by a third party for or by reason of any actual or alleged infringement of any third party's U.S. patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to this Master Agreement and/or the operation and utilization of the Deliverables, and/or any other products of the Services provided under this Master Agreement (Infringement Claim). Notwithstanding the foregoing, Contractor shall have no indemnity obligation for Infringement

Claims arising from: (a) the development of custom software code required by County and based on specifications provided by County and where Contractor has advised County of potential infringement in writing; (b) County's failure to implement an update, change or enhancement to an item provided by Contractor, provided that Contractor provides the change, update or enhancement at no additional charge to County and provides County with written notice that implementing the change, update or enhancement would avoid the infringement; (c) the combination of the subject of the Infringement Claim with third party products and/or services, where the claim arises from the combination. County shall inform Contractor as soon as practicable of any Infringement Claim, and shall support Contractor's defense and settlement thereof. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

43.3 In the event any Deliverable and/or any other product of the Services under this Master Agreement (Indemnified Item(s)) becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of such Indemnified Item is not materially impeded, shall either:

1. Procure for County all rights to continued use of the questioned Indemnified Item; or
2. Replace the Indemnified Item with a non-questioned item; or
3. Modify the questioned Indemnified Item so that it is free of claims.

If none of these options is reasonably available to Contractor, the County shall cease using the Indemnified Item and Contractor shall refund all fees paid by County to Contractor for such Indemnified Item.

43.4 Due to the type and nature of Services requested in this Master Agreement, the Contractor's obligations as set forth in this Paragraph 43 ([Intellectual Property Indemnification](#)) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 43 ([Intellectual Property Indemnification](#)) shall be void and of no effect.

44.0 CONTRACTOR ACTS AND/OR OMISSIONS INDEMNIFICATION

44.1 Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") from and against any and all third party liability, including, but not limited to, claims demands, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

44.2 Contractor shall pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County provides Contractor with prompt written notice of any such claim.

- 44.3 Contractor has sole control over the defense of the claims, and County shall provide reasonable cooperation in the Contractor's defense and any related settlement negotiations. Any legal defense shall be conducted by Contractor and counsel of its choice. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at County's sole cost and expense.
- 44.4 In the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without the County's prior written approval.
- 44.5 Due to the type and nature of Services requested in this Master Agreement, the Contractor's obligations as set forth in this Paragraph 44 ([Contractor Acts And/Or Omissions Indemnification](#)) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 44 ([Contractor Acts And/Or Omissions Indemnification](#)) shall be void and of no effect.

45.0 LIMITATION OF LIABILITY

- 45.1 Any monetary liability of Contractor to County shall be limited to the amount of damages up to and including one and one half times the Total Maximum Amount of the applicable Work Order, or the insurance limits required in Paragraph 47.0 ([Insurance Coverage](#)), whichever is greater. Except as to cover costs set forth in Paragraph 60.3 ([Termination for Default](#)), Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.
- 45.2 Nothing in this Paragraph 45.0 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with Paragraph 48.0 ([Liquidated Damages](#)) and the requirements of the applicable Work Order.
- 45.3 Nothing in this Paragraph 45.0 shall limit Contractor's liability for personal injury and/or property damage caused by Contractor's negligent, tortious, and/or unlawful acts and/or omissions.
- 45.4 Nothing in this Paragraph 45.0 shall effect or limit Contractor's obligations under Paragraph 21.0 ([Compliance with Applicable Law](#)), Paragraph 36.0 ([Employment Eligibility Verification](#)), Paragraph 38.0 ([Fair Labor Standards](#)), Paragraph 43.0 ([Intellectual Property Indemnification](#)), Paragraph 44.0 ([Contractor Acts And/Or Omissions Indemnification](#)), Paragraph 46.0 ([General Provision for all Insurance Coverage](#)), Paragraph 14.7 (Confidentiality and Security) and Paragraph 59.0 ([Subcontracting](#)).
- 45.5 The remedies specified in Paragraph 9.0 ([Work Order Warranty\(ies\)](#)) are the sole and exclusive remedies provided for breach of the warranties set forth in Sub-paragraph 9.1 ([Work Order Warranty\(ies\)](#)).

- 45.6 The remedies set forth in this Paragraph 45.0 ([Limitation of Liability](#)) are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Master Agreement.
- 45.7 Due to the type and nature of Services requested in this Master Agreement, the limitations of liability set forth in this Paragraph 45.0 ([Limitation of Liability](#)) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation and any terms in any resultant Work Order which limit, relieve or decrease the Contractor's obligations with respect to this Paragraph 45.0 ([Limitation of Liability](#)) shall be void and of no effect.

46.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraphs 46.0 and 47.0 ([Insurance Coverage](#)) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

46.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
2. Renewal Certificates shall be provided to County not less than ten (10) days after the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name and/or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to CIO listed in Exhibit C (County's Administration of Master Agreement), Attention: ESMA Insurance.

5. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

46.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

46.3 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement in accordance with Paragraph 60.0 ([Termination of Master Agreement](#)).

46.4 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement in accordance with Paragraph 60.3 ([Termination for Default](#)). County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

46.5 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

46.6 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

46.7 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s) rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The foregoing shall not apply to Contractor's Professional Liability Insurance. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

46.8 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insured on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

46.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

46.10 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

46.11 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

46.12 SEPARATION OF INSURED

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

46.13 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

46.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

47.0 INSURANCE COVERAGE

Due to the types and nature of the products and services requested in this Master Agreement, the limits and types of insurance may be adjusted in each Work Order Solicitation.

47.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

47.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

47.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30)

days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

47.4 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Technology Errors & Omissions insurance naming County and its Agents as an additional insured, and including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) systems integration (4) systems design, consulting, development and modification (5) data entry, modification, verification, retrieval or preparation of data output, and any other services provided by the vendor with limits of \$2,000,000.

47.5 PRIVACY/NETWORK SECURITY (CYBER) LIABILITY INSURANCE

Privacy/Network Security (Cyber) liability insurance naming County and its Agents as an additional insured, coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits of \$2,000,000. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

48.0 LIQUIDATED DAMAGES

- 48.1 If, in the judgment of the CIO or his or her designee, acting reasonably, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, upon the provision of written notice of such noncompliance to the Contractor and the Contractor's failure to cure any such noncompliance within ten (10) days, the CIO or his or her designee, at his or her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment due and payable or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the CIO or his designee, in a written notice describing the reasons for said action.
- 48.2 If the CIO or his or her designee, acting reasonably, determines that there are material deficiencies in the performance of a Work Order that the CIO or his or her designee, deems are correctable by the Contractor over a certain time span, the CIO or his or her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the CIO or his or her designee may:
1. Deduct from the Contractor's payment, pro rata, those applicable portions of the Total Maximum Amount for the applicable Work Order; and/or
 2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to

correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. The parties agree that the amount of the liquidated damages for each Work Order shall be limited to the Total Maximum Amount of the applicable Work Order. Said amount shall be deducted from the County's payment to the Contractor; and/or

3. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County workforce or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
4. The action noted in this Paragraph 48.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
5. This Paragraph 48.0 shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or this Paragraph 48.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

49.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 49.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 49.2 Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).
- 49.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 49.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 49.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 49.6 Contractor shall allow County representatives access to the Contractor's employment records applicable to the Services provided hereunder during regular business hours to verify compliance with the provisions of this Paragraph 49.0 when so requested by the County. County shall endeavor to provide at least seven days' written notice of any such verification and shall not unduly interfere with Contractor's operations in conducting its review. County's access to such records shall be subject to applicable laws and any employment records shall be kept confidential to the extent required by law.
- 49.7 If the County finds that any provisions of this Paragraph 49.0 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 49.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

50.0 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict County from acquiring similar, equal or like Services from other entities or sources.

51.0 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

52.0 DISPUTE RESOLUTION PROCEDURE

- 52.1 Contractor and County agree to act promptly to mutually resolve any disputes which may arise with respect to this Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 52.0 (collectively, "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 52.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which either party, in its reasonable discretion, determines should be delayed as a result of such dispute and as necessary to resolve such dispute. If Contractor fails to continue without delay its

performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs.

- 52.3 Contractor shall notify the County Work Order Project Manager of any dispute between the County and the Contractor regarding the performance of services of a Work Order as stated in this Master Agreement. If the County Work Order Project Manager is not able to resolve the dispute within a reasonable time not to exceed ten (10) business days from the date of submission of the dispute, the County's ESMA Administrator, or his or her designee, shall resolve the dispute. If the County's ESMA Administrator, or his or her designee, is not able to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, the CIO or his or her designee, shall resolve the dispute. The CIO or his or her designee shall attempt to resolve the dispute within ten (10) days from the date of submission of the dispute; provided, however, the foregoing time to resolution may be extended by the mutual agreement of the parties.
- 52.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Master Agreement and/or its rights and remedies as provided by law.
- 52.5 In the event a Dispute Resolution Procedure under this Paragraph 52.0 is invoked due to either party's failure to perform or fulfill its obligations under a Work Order hereunder (hereinafter in this Paragraph 52.0 "Work Order Non-Performance"), and Contractor continues without delay its performance under such Work Order in accordance with Paragraph 52.2 above, then, should the Dispute Resolution be resolved in favor of Contractor, County and Contractor shall agree upon the cost of the party's such continued performance resulting from the Work Order Non-Performance. If it is found that Contractor did suffer cost for continuing to perform that resulted from the Work Order Non-Performance, then the parties will execute a Work Order Amendment in accordance with Paragraph 15.3 ([Work Order Amendments](#)) for adjusting the Work Order amount by the agreed upon cost to Contractor.
- 52.6 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this Paragraph 52.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 52.7 Notwithstanding any other provision of this Master Agreement, County's right to terminate this Master Agreement pursuant to Paragraph 60.2 ([Termination for Convenience](#)), Paragraph 60.3 ([Termination for Default](#)), Paragraph 60.4 ([Termination for Improper Consideration](#)), Paragraph 60.5 ([Termination for Insolvency](#)), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraph 19 ([Proprietary Considerations](#)) and Paragraph 14.7 ([Confidentiality and Security](#)), shall not be subject to this Dispute Resolution Procedure.

53.0 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration of Master Agreement) and Exhibit D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CIO or his or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

54.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of each Work Order and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

55.0 PUBLIC RECORDS ACT

- 55.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 57.0 ([Record Retention and Inspection/Audit Settlement](#)) of this Master Agreement, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and may be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County will use reasonable means to ensure that Contractor's "proprietary" and/or "confidential" items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such "proprietary" and/or "confidential" items without the prior written consent of Contractor. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 55.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

56.0 PUBLICITY

- 56.1 Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
1. Contractor shall develop all publicity material in a professional manner; and

2. During the term of this Master Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's ESMA Administrator or his or her designee. The County shall not unreasonably withhold written consent.
- 56.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 56.0 shall apply.

57.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 57.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location; provided, however, the foregoing payment obligation shall not apply if Contractor can provide all such material to County via electronic means, obviating the need for travel.
- 57.2 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 57.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 57.0 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 57.4 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under

this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

58.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

59.0 SUBCONTRACTING

- 59.1 The requirements of this Master Agreement may be subcontracted for any Work Order solely with the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 59.2 If the Contractor desires to subcontract for Work Orders, the Contractor shall provide the following information promptly at the County's request:
1. A comprehensive description of the work to be performed by the subcontractor at the time of bid submission when responding to a Work Order Solicitation;
 2. A draft copy of the proposed subcontract; and
 3. Other pertinent information and/or certifications requested by the County.
- 59.3 Contractor shall indemnify and hold harmless County under and in accordance with Paragraph 44.0 ([Contractor Acts And/Or Omissions Indemnification](#)) with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor Personnel.
- 59.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement and any resultant Work Order(s), including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 59.5 County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right prior to subcontractors commencing performance under this Master Agreement.
- 59.6 County's ESMA Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. County's ESMA Administrator will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on a case-by-case basis.
- 59.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 59.8 Contractor shall obtain an executed Exhibit F (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement) for each subcontractor employee approved to perform work under this Master Agreement; and certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor shall ensure delivery of all such documents to ESMA Administrator as listed in Exhibit C (County's Administration of Master Agreement) before any subcontractor employee may perform any work hereunder.

60.0 TERMINATION OF MASTER AGREEMENT

60.1 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 75.0 ([Contractor's Warranty of Adherence to County's Child Support Compliance Program](#)), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 60.3 ([Termination for Default](#)) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

60.2 TERMINATION FOR CONVENIENCE

1. County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.
2. Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
 - a. Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - b. To the extent applicable, transfer title, and deliver to County all completed work and work in process; and
 - c. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 57.0 ([Record Retention and Inspection/Audit Settlement](#)).

60.3 TERMINATION FOR DEFAULT

1. County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of CIO, or his or her designee:
 - a. Contractor has materially breached this Master Agreement;
 - b. Contractor fails to maintain insurance pursuant to Paragraph 46.0 ([General Provisions for All Insurance Coverage](#)).
 - c. Contractor fails to make Contractor Personnel available by the Work Order start date on three (3) separate occasions pursuant to Paragraph 5.0 ([Work Order Evaluation and Award Process](#)).
 - d. Contractor fails to provide the required forms to County completed and prior to commencing on a Work Order pursuant to Paragraph 5.0 ([Work Order Evaluation and Award Process](#)).
 - e. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - f. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
2. If no cure period is specified in County's notice of termination for default pursuant to Sub-paragraph 60.3, Contractor shall have fifteen (15) days to cure prior to termination provided that nothing in this Sub-paragraph 60.3(2) shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor, as otherwise set forth in this Master Agreement. Notwithstanding the foregoing, the County shall have the right to immediately terminate this Master Agreement for default where the Contractor has breached its confidentiality obligations.
3. In the event that the County terminates this Master Agreement in whole or in part as provided in this Paragraph 60.3, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services (collectively, "Cover Costs"). The County agrees that the amount of the Cover Costs for each Work Order shall be limited to the Total Maximum Amount of the applicable Work Order. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
4. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in this Paragraph 60.3 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its

sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 60.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

5. If, after the County has given notice of termination under the provisions of this Paragraph 60.3, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 60.3, or that the default was excusable under the provisions of this Paragraph 60.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 60.2 ([Termination for Convenience](#)).
6. The rights and remedies of the County provided in this Paragraph 60.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

60.4 TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

60.5 TERMINATION FOR INSOLVENCY

1. The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business

or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a Receiver or Trustee for the Contractor; or
 - d. The execution by the Contractor of a general assignment for the benefit of creditors.
2. The rights and remedies of the County provided in this Paragraph 60.5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

60.6 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

60.7 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future Fiscal Years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

60.8 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 27.0 ([Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program](#)) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

60.9 EFFECT OF TERMINATION

- 1. In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:
 - a. Contractor shall continue the performance of this Contract to the extent not terminated.

b. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and/or Deliverables and Services and/or Deliverables in progress, in a media reasonably requested by County, if applicable

c. Where such termination is not for any default or breach by Contractor, County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).

d. Contractor shall return to County, all monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of any (or all) of the Work Order(s) under this Contract and/or the Contract, whether such termination is for convenience or any default or breach hereunder.

e. Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County in a media reasonably requested by County.

2. Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

61.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

61.1 PROTECTED HEALTH INFORMATION (PHI)

1. The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Master Agreement, the Contractor provides services to the County and, in doing so, the Contractor may have access to, may receive, and/or may maintain Protected Health Information (PHI) as defined in Exhibit H (ESMA Business Associate Agreement) in order to provide those Services. Where the ESMA Administrator determines a Work Order requires the execution of Exhibit H (ESMA Business Associate Agreement), Contractor and County shall execute Exhibit H (ESMA Business Associate Agreement) before commencing work under such Work Order. Contractor understands and agrees that the submission of a response to a Work Order Solicitation requiring the execution of Exhibit H (ESMA Business Associate Agreement) constitutes Contractor's acknowledgement and acceptance of all the terms and conditions of Exhibit H (ESMA Business Associate Agreement), if qualified and awarded a resultant Work Order. Contractors who cannot execute Exhibit H (ESMA Business Associate Agreement) may not submit a response to the applicable Work Order Solicitation as Contractor's failure to execute Exhibit H (ESMA Business Associate Agreement) shall be deemed a material breach of the Master Agreement.

2. Should County need to amend Exhibit H (ESMA Business Associate Agreement) as is necessary to comply with the requirements of HIPAA, Exhibit H (ESMA Business Associate Agreement) shall be deemed to be so amended, and Contractor agrees to be obligated by such deemed amended Exhibit H (ESMA Business Associate Agreement), until such time as the parties enter into a Change Notice in accordance with Paragraph 15.2 ([Change Notices to Master Agreement](#)) to actually update Exhibit H (ESMA Business Associate Agreement) to reflect such deemed amendments.

61.2 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Without limiting Paragraph 21.0 ([Compliance with Applicable Law](#)), Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies, guidelines and directives (in this Sub-paragraph 61.2, "Laws") relating to incidents which compromise, are reasonably believed to have compromised, or may potentially compromise, the security, confidentiality and/or integrity, or availability of any Confidential Information including without limitation, California Civil Code Sections 1798.82 and 1798.29. Under no circumstances will this Sub-paragraph 61.2 be deemed to confer upon County responsibility for Contractor's compliance with all applicable Laws.

62.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

62.1 JURY SERVICE PROGRAM

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Contractor Employee Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

62.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time

employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the sub-contract agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

63.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the Effective Date of this Master Agreement to perform the Services set forth herein, the Contractor shall give consideration for such employment openings within the County to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement. The County will refer such employees to the Contractor.

64.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 64.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 64.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

65.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 65.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 65.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 65.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 65.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the work order amount and what the County's costs would have been if the Work Order had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 65.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and OCIO of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

66.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 66.1 This Master Agreement is subject to the provisions of County's ordinance regarding Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 66.2 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason

of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10%) percent of the amount of the contract involved; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

66.3 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and OCIO of this information prior to responding to a solicitation or accepting a contract award.

67.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

67.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

67.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

67.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

67.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded any Work Order(s) to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision 1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

67.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a Work Order Solicitation or accepting a Work Order award.

68.0 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

69.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, which are required for Contractor to perform Services under this Master Agreement. Contractor shall further ensure that all of its officers, employees, agents and Subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Master Agreement all licenses, permits, registrations, accreditations and certificates which are required for their performance hereunder. Upon County's request, a copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to the CIO listed in Exhibit C (County's Administration of Master Agreement).

70.0 USE OF FEDERAL FUNDS

If any Federal funds are to be used to pay portion for any of Contractor's work under this Master Agreement, the County shall notify Contractor in writing in advance of issuing the respective Work Order for such Services and give Contractor the opportunity to review all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations so that Contractor can determine whether to accept such Federally funded Work Order. If such Work Order is accepted, Contractor shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

71.0 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of three (3) years following the furnishing of Services under the respective Work Order, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs Contractor charged for the Services provided thereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor

72.0 DATA DESTRUCTION

If Contractor maintains, processes, or stores County's data and/or information, implied or expressed, Contractor shall have the sole responsibility to certify that the data and information has been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>).

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

73.0 INFORMATION SECURITY

73.1 SYSTEM SECURITY

Contractor shall provide all work utilizing security technologies and techniques in accordance with Contractor's standard practices and applicable County security policies, procedures and requirements provided by County to Contractor as set forth in the applicable Work Order, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing and should the applicable Work Order so specify, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies designed to prevent the introduction of any Disabling Device described in Paragraph 9.0 ([Work Order Warranty\(ies\)](#)) into any County system.

73.2 DATA SECURITY

County is responsible for (i) any data and the content of any database that County makes available to Contractor in connection with a Work Order under this Master Agreement, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of such data, and (iii) backup and recovery of such database and any stored data.

Contractor's responsibilities regarding such data or database, including any confidentiality and security obligations, that are specified in the Work Order applicable to the particular transaction shall govern and supersede the provisions of this Paragraph 73.0. Contractor hereby acknowledges the right of privacy of all individuals as to whom there exists any County data. Contractor shall protect, secure and keep confidential all County data in compliance with

applicable security and privacy laws at the federal, state and local levels specified in the Work Order, including without limitation applicable industry standards for the protection and safeguarding of confidential data. Further, Contractor shall take all reasonable actions necessary or advisable as specified in the Work Order, for the protection of all system data in its possession, custody or control from loss or damage from malicious intent or unauthorized access. Contractor shall not use any system data for any purpose or reason other than to fulfill its obligations under this Master Agreement.

73.3 SECURITY INCIDENT

A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

Contractor shall make an immediate telephonic report, and subsequently via written letter to the County's ESMA administrator, upon discovery of any non-permitted use or disclosure of County Confidential Information or Security Incident to (562) 940-3335 that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted use or disclosure or Security Incident and the date of discovery of the non-permitted use or disclosure or Security Incident if known;
- (b) The number of Individuals whose Confidential Information is involved;
- (c) A description of the specific type of information involved in the non-permitted use or disclosure or Security Incident Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved); and
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted use or disclosure of County Confidential Information or Security Incident.

73.4 DISABLING DEVICE REMEDIES

If any materials developed and provided by Contractor introduce a Disabling Device into County's system environment as a direct result of Contractor's failure to use virus detection software or take such other measures as specified in the applicable Work Order, then Contractor's sole obligation and County's exclusive remedy is that Contractor will use commercially reasonable efforts to assist County in installing a replacement copy of the materials, and, if the Disabling Device causes a loss of data in County's system, to assist County in restoring to County's system backed-up data provided by County. Contractor's time for these efforts arising from Contractor's material breach will not be billable to County. The provisions of this Paragraph 73.0 shall survive the expiration of termination of this Master Agreement.

73.5 DATA ENCRYPTION REQUIREMENTS

Contractor and Subcontractors that electronically transmit or store County personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act (HIPAA) of 1996, and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 73.5 (Data Encryption Requirements) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

74.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

75.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 75.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 75.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

76.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

77.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

78.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement.

79.0 VALIDITY AND SEVERABILITY

79.1 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

79.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Master Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

79.3 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 79.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

80.0 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their nature should survive, the following Paragraphs and Sub-paragraphs shall survive any termination or expiration of this Master Agreement: Paragraph 14.7 ([Confidentiality and Security](#)), Paragraph 19 ([Proprietary Considerations](#)), Paragraph 41.0 ([Governing Law, Jurisdiction, and Venue](#)), Paragraph 42.0 ([Independent Contractor Status](#)), Paragraph 43 ([Intellectual Property Indemnification](#)), Paragraph 44 ([Contractors Acts And/Or Omissions Indemnification](#)), Paragraph 45 ([Limitation of Liability](#)), Sub-paragraph 46.10 ([Claims Made Coverage](#)), Paragraph 55.0 ([Public Records Act](#)), Paragraph 57 ([Record Retention and Inspection/Audit Settlement](#)), Sub-paragraph 60.9 ([Effect of Termination](#)), Paragraph 71 ([Federal Access to Records](#)), Paragraph 72 ([Data Destruction](#)), Paragraph 73 ([Information Security](#)), Paragraph 80 ([Survival](#)) and each and every Exhibit F (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

[INTENTIONALLY BLANK]

AUTHORIZATION OF THE ENTERPRISE SERVICES
MASTER AGREEMENT (ESMA)

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Chief Information Officer or his or her designee, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer.

By: _____
CONTRACTOR

SIGNED: _____

PRINTED: _____

TITLE: _____

COUNTY OF LOS ANGELES

By: _____
RICHARD SANCHEZ
CHIEF INFORMATION OFFICER
OFFICE OF THE CIO

DATE: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

ENTERPRISE SERVICES MASTER AGREEMENT (ESMA) EXHIBITS

EXHIBIT A: Enterprise Services Master Agreement (ESMA) Service Categories:

- Category 1: IT Strategic Planning and Enterprise Architecture Planning
- Category 2: Project Management
- Category 3: Requirements Analysis and Solicitation Development
- Category 4: Technical Consulting
- Category 5: Information Security
- Category 6: Information Management and Data Integration

EXHIBIT B: Sample Work Order (Fixed Price Per Deliverable (FP/D)) and (Time and Materials Per Deliverable (T&M/D)) and Attachments:

Attachment to Sample Work Order

Attachment B1 – Sample Statement of Work

Forms required prior to the commencement of each Work Order

Attachment B2 – Certification of Employee Status

Exhibit F – Any Work Order that designates Deliverables to be County IP shall require execution of a new Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement.

EXHIBIT C: County's Administration of Master Agreement

EXHIBIT D: Contractor's Administration

EXHIBIT E: Contractor's EEO Certification

EXHIBIT F: Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement

EXHIBIT G: Jury Service Ordinance

EXHIBIT H: ESMA Business Associate Agreement (ESMA BAA)

EXHIBIT I: Safely Surrendered Baby Law

EXHIBIT J: ESMA Work Order Request, Solicitation, Award and Execution Processes Diagram

ESMA SERVICE CATEGORIES

ESMA SERVICE CATEGORIES

Category 1: IT Strategic Planning and Enterprise Architecture Planning

Category 2: Project Management

Category 3: Requirements Analysis and Solicitation Development

Category 4: Technical Consulting

Category 5: Information Security

Category 6: Information Management and Data Integration

The ESMA is designed to be an agreement utilizing a work order structure to engage vendor or consulting companies to provide a project team to perform work for County departments. It is the County department's responsibility to provide a set of Requirements and a Statement of Work along with the Tasks, Subtasks, Deliverables, Acceptance Criteria, Milestones, and proposed Payment Schedules for the vendor or consulting companies to bid on competitively.

It is the vendor or consulting companies' responsibility to carefully review the entire set of work order documents to provide a responsible bid.

The ESMA not designed for vendor or consulting companies to provide individual consultants for County departments to utilize on an ongoing basis to augment departmental information technology staff. County departments will only be allowed to use the ESMA for project-specific engagements that have definitive time parameters, budgets, and measurable deliverables.

The following six (6) Service Categories (as listed above) are an initial set of categories available for County departments to utilize. The Request for Statement of Qualifications (RFSQ) that will result in the issuance of individual Master Agreements to each Qualified Contractor will be "Open Continuously" throughout the life of the ESMA, allowing the Office of the CIO to augment the existing categories and/or to develop new categories as new technologies become relevant or as new County departmental needs arise.

This will also allow vendor and consulting companies to submit Statements of Qualifications (SOQs) for new and existing Service Categories at any time during the effective period of the ESMA.

CATEGORY 1: STRATEGIC PLANNING AND ENTERPRISE ARCHITECTURE PLANNING

This Service Category relates to consulting services for the following:

- Develop IT Strategic Plans, application strategies, architectures and roadmaps;
- Evaluate technologies and conduct benchmarks for Shared IT services, e.g. enterprise content management, digital government, information management, strategic sourcing, data center services and information security; and
- Conduct IT assessments, portfolio analysis, technology evaluations and IT capital planning to identify and recommend application rationalization, consolidation, modernization and retirement.

CATEGORY 1: MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous year within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in providing services to include a minimum of three (3) of the following:
 - a. Development of IT Strategic Plans, IT architectures and roadmaps that may include conducting assessments of current IT architectures to formulate recommendations, strategies and roadmaps.
 - b. Performing benchmarks for IT services, including service levels and costs.
 - c. Conducting technology evaluations and developing strategies, recommendations and roadmaps for at least one of the following areas: enterprise content management, portal and web content management, information management, strategic sourcing and information security.
 - d. Performing IT assessment, portfolio analysis, and application modernization strategies.

CATEGORY 2: PROJECT MANAGEMENT

This Service Category includes project management and quality assurance consulting services, based on industry standard practices, e.g. Project Management Institute (PMI), to:

- Develop and manage project plans and budgets;
- Manage resources required to execute project plan and complete its tasks and deliverables;
- Review and track completion of defined tasks and deliverables;
- Develop and implement quality assurance and risk management plans for IT projects; and
- Manage and track resolution of project issues and risks.

CATEGORY 2: MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous year within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in providing services to include all of the following:
 - a. Certified (Project Management Institute or an accredited university) project managers who developed and managed IT projects with budgets of \$500,000 or more.
 - b. Utilized standard IT Project Management Methodology, including Work Breakdown Structures and GANNT techniques in developing and managing project plans using Microsoft Project.
 - c. Developed and implemented project governance, quality assurance and risk management plans.

CATEGORY 3: REQUIREMENTS ANALYSIS AND SOLICITATIONS

This Service Category includes consulting services to develop the functional and technical requirements, conduct fit-gap analysis, and develop acquisition recommendations and Request for Proposals (RFPs) for:

- System and data integration projects;
- Public sector applications and systems; or
- Application design and development using agile development frameworks.

Note that vendors that perform requirements analysis and assist in preparing an RFP will be precluded from bidding or submitting proposals or respond to the resultant RFP.

CATEGORY 3: MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category; and
- 2) A minimum of three reference engagements with a combined total time of two (2) continuous year within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in providing services to include a minimum of two (2) of the following:
 - a. Conducted requirements analysis to develop functional and technical requirements, and Request for Proposals for IT projects with estimated value \$1,000,000 or higher.
 - b. Performed system evaluations and fit-gap analysis to develop acquisition strategies.
 - c. Performed independent validation and verification (IV&V) of RFP requirements, including functional and technical requirements.

CATEGORY 4: TECHNICAL CONSULTING SERVICES

This Service Category includes technical consulting services to support the planning and implementation and application management services for the following County standards and preferred technologies described in the following subcategories:

- EMC Document Management for enterprise content management;
- Adobe Experience Manager for electronic forms and workflow;
- IBM WebSphere Portal for web content management and portals;
- IBM Information Server and InfoSphere Master Data Management;
- IBM Cognos for business intelligence and reporting;
- ESRI ArcGIS for geospatial information services;
- Microsoft Office 365 and SharePoint for collaboration services; and
- CGI Advantage for application interface and integration services using Web services and XML technologies.

CATEGORY 4: MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ **for each Subcategory**, e.g., Technical Consulting – EMC Document Management for enterprise content management, describing:

- 3) Overall qualifications and experience in performing the services described in this Service Category and Subcategory; and
- 4) A minimum of three reference engagements with a combined total time of two (2) continuous year within the most recent three (3) years. The referenced engagements shall demonstrate the experience and qualifications in designing, developing and implementing solutions for an enterprise of at least 50 users and a minimum \$100,000 project budget using the technologies for the respective Subcategory. For each referenced engagement or project:
 - Explain the applications, components and solution deployed;
 - Describe any integration to other line of business systems performed; and
 - Describe the infrastructure deployed.

CATEGORY 5: INFORMATION SECURITY

This Service Category relates to consulting services for the following:

- Information Security Risk Assessments and Compliance provides a means to identify and assess risks and vulnerabilities utilizing an information security industry standard framework/methodology including the ability to develop and formulate an information security strategy derived from the risk assessment; and determine compliance with federal and State legislations or regulations, County/departmental policies, standards, and procedures; and
- Breach Mitigation and Notification Services provide various types of breach services (e.g., data breach notification management, call center communications management, digital forensics, credit/identity theft monitoring and protection services), in response to information security/privacy incidents where regulated data (e.g., Personally Identifiable Information (PII), Protected Health Information (PHI)) has been compromised.

CATEGORY 5: MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ **for each Subcategory**, e.g. Information Security Risk Assessments or Information Security Breach Mitigation and Notification Services, describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category and Subcategory; and
- 2) A minimum of three reference engagements with a combined total time of one (1) continuous year within the most recent two (2) years. The referenced engagements shall demonstrate the experience and qualifications in designing, developing and implementing solutions for an enterprise of at least 10,000 employees and a minimum \$100,000 project budget using the technologies for the respective Subcategory.

CATEGORY 6: INFORMATION MANAGEMENT AND DATA INTEGRATION

This Service Category relates to consulting services for the following:

- Develop information management strategies, architectures and roadmaps;
- Develop enterprise data management solutions including:
 - Data governance planning and implementation
 - Information asset management and data catalog development
 - Data profiling and data quality assessment
 - Master Data Management planning and implementation
- Develop data integration strategies and implementation
 - Development of enterprise data standards and models
 - Data integration analysis and architecture development
 - Development of ETL (Extract, Transform, Load) strategies
 - Data as a Service architecture planning and Enterprise Service Bus modeling
- Develop enterprise data store(s) architecture and strategy including
 - Data warehouse or data lake architecture and design
 - Design and implementation of Big Data technologies including Hadoop and Spark
- Develop enterprise data analytics solutions including
 - Entity and location analytics
 - Link analysis and social media analytics
 - Statistical analysis and data sciences
 - Machine learning

CATEGORY 6: MINIMUM QUALIFICATIONS

To qualify for this Service Category, interested Vendors shall submit a Vendor Qualifications (SOQ Form 2) provided in Appendix A (Required Statement of Qualifications Forms) of this RFSQ **for each Subcategory**, describing:

- 1) Overall qualifications and experience in performing the services described in this Service Category and Subcategory; and
- 2) A minimum of three reference engagements with a combined total time of one (1) continuous year within the most recent two (2) years. The referenced engagements shall demonstrate the experience and qualifications in designing, developing and implementing solutions for an enterprise of at least 50 users and a minimum \$100,000 project budget using the technologies for the respective Subcategory.

ESMA WORK ORDER REQUIRED FORMS

1. Sample ESMA Work Order:

- Attachment B1: Sample ESMA Work Order. The Work Order may also include a Statement of Requirements, a Statement of Work, a Project Schedule and a Payment Plan as appropriate for the successful completion of the ESMA Work Order.

The Work Order may be a Fixed Price Per Deliverable (FP/D) Work Order or a Time and Materials Per Deliverable (T&M/D) Work Order.

The Work Order may also be a Combination Work Order with a Fixed Price Per Deliverable (FP/D) component and a Time and Materials Per Deliverable (T&M/D) component.

2. The following form is required prior to the commencement of each ESMA Work Order.

- Attachment B2: Certification of Employee Status Form
- A new form Attachment B2 is also required for each change to the staff performing work on the Work Order.

3. A Work Order Amendment to the original Work Order in accordance with Paragraph 15.3 of the ESMA may be executed and is an update to the original Work Order showing the changes being made to the original Work Order. County's Work Order Project Manager and Contractor shall meet, define, develop and agree upon the Requirements, Tasks, Subtasks, Deliverables, Acceptance Criteria, Milestones, Payments and descriptions being amended (or added to as new) by this Work Order Amendment, including:

- A revised Statement of Requirements as defined above,
- A revised Statement of Work, as defined above,
- A revised Project Plan and Project Schedule as defined above,
- A new detailed cost documentation, including a cost calculation worksheet may be required as appropriate, and
- A revised Milestone and Payment Plan as defined above.

4. Accordingly, all other provisions of the original Work Order Statement of Work shall remain in effect and binding upon both parties.

SAMPLE ESMA WORK ORDER**ESMA Project Name:** _____**ESMA Services Category:** _____**ESMA Services Sub-Category:** _____**Work Order Objective**

(Department to provide a narrative description of the project and what it intends to accomplish through this work order).

Background

(Department to provide a narrative describing all pertinent background information that would be helpful for the Qualified Contractors to obtain a better understanding the department, this project, and the department's rationale for issuing this work order).

Type Of Work Order:

- ☐ A Fixed-Price Per Deliverable (FP/D) Work Order
- ☐ A Time and Materials Per Deliverable (T&M/D) Work Order
- ☐ A Combination Work Order (FP/D) and (T&M/D) (Applicable when there will be some personnel assigned to this project working on a fixed-price basis and others working on a time & materials basis).

Ownership of Deliverables:

- ☐ Deliverables are Joint IP
- ☐ Deliverables are County IP

Contractor Pre-Existing Work (if any)

(to be completed by Contractor and verified by Department; may not include any Deliverables)

ESMA Work Order Required Minimum Qualifications (if any)

(For the project being addressed by this ESMA Work Order solicitation, the department shall specify any additional minimum requirements in addition to the ESMA Service Category minimum requirements that the department wants for this ESMA Work Order solicitation. The department must also specify any additional minimum requirements for the project team being proposed by the Contractor.)

ESMA Work Order Administration

(Department to describe how it intends to administer this Work Order, including the department's resources that it will be assigning to it.)

ESMA Work Order Period of Performance

(Department to specify the expected period of performance for completion of all tasks covered under this Work Order.)

ESMA Work Order Statement of Work: The Specific Tasks, Deliverables and Acceptance Criteria for each Task, Subtask and Deliverable:

(The following is an example of the task/subtask/deliverable/acceptance criteria relationship that is required to complete the ESMA Work Order.)

Task 1: (Name of Task 1 - Optional)

(Department to describe specific task and include any relevant time period within which this task is expected to be completed. Failure by contractor to complete this task within that stated time period may, at County's sole discretion, result in the termination of the work order, unless otherwise specified)

Subtask 1: (Name of Subtask 1 - Optional)

(Department to describe specific subtask and include any relevant time period within which this subtask is expected to be completed. Failure by contractor to complete this task within that stated time period may, at County's sole discretion, result in the termination of the work order, unless otherwise specified.)

Deliverable 1: (Name of Deliverable 1 – Optional)

(Department to describe specifically what constitutes the deliverable under Task 1 or Subtask 1.)

Acceptance Criteria for Deliverable 1: (Name of Acceptance Criteria – Optional)

(Department to describe specifically what initial and final acceptance criteria will be used in determining whether the Deliverable under Task 1 or Subtask 1 has been successfully fulfilled by the Contractor. This may serve as a pay point for this deliverable, once these criteria have been met and accepted by the County Departmental Work Order Project Manager.)

Additional Tasks, Deliverables and Acceptance Criteria

(For additional Tasks, Subtask, Deliverables and Acceptance Criteria – Repeat the above sequence.)

ESMA Work Order Work Schedule and Location

(Department to describe work schedule and work location expectations. For example, specify if the department is requiring the contractor(s) to only work on-site during normal the department's normal business hours or whether tasks can be completed off-site whenever the contractor wishes, as long as deliverables are met within the time periods specified. If contractor(s) are required to only work on-site, provide the address and room number where the contractor(s) are required to report and work.)

Plan for Payment For Services and Deliverables

The payment terms for any undisputed invoice are (**Department to complete**) calendar days after receipt. (If Department desires payment terms longer than the 30 days provided for in Paragraph 12.11 of the ESMA, specify that in this paragraph. If the 30-day payment period is acceptable, Department to insert "30")

Invoice Withhold Percentage (if any) _____ (Department to complete, may not exceed 20%).

Total Maximum Amount: _____

(For FP/D Work Orders, Department will list all Tasks/Deliverables and assign a percentage of the total Fixed-Price amount for each Deliverable.

(For T&M/D Work Orders, Department will specify how payment to the contractor(s) will be made upon acceptance of each deliverable, including the mechanism for contractor(s) to provide periodic (e.g., weekly, bi-weekly, monthly) status reports and hours expended prior to completion of deliverable.)

(Some T&M positions may not lend themselves to a strict payment by deliverable (e.g., project management) so some exceptions can be made to payment-for-deliverables-only arrangements, when appropriate.)

Warranty Period

(If Department desires a Warranty Period of other than the 90 days provided for in Paragraph 9.1 of the ESMA, specify that in this paragraph. If the 90-day Warranty Period is acceptable, Department to indicate "90 Days, as provided for in the ESMA")

Background and Security Investigations

(If Department desires background investigations that exceed those that are specified in Paragraph 14.6 of the ESMA, specify those additional measures in this section. In addition, specify who will pay for such additional background investigations. If the background checks specified in the ESMA are acceptable, Department to indicate "Contractor's Background Checks are as provided for in Paragraph 14.6 of the ESMA.")

Data Security

(If Department desires data security measures that exceed those that are specified in Paragraph 73.2 of the ESMA, specify those additional measures in this section. If the data security measures specified in the ESMA are acceptable, Department to indicate "Contractor's Data Security requirements for this Work Order are as provided for in Paragraph 73.2 of the ESMA.")

CERTIFICATION OF EMPLOYEE STATUS

(NOTE: THIS CERTIFICATION IS TO BE EXECUTED AND RETURNED TO COUNTY WITH CONTRACTOR'S EXECUTED WORK ORDER. WORK CANNOT BEGIN ON THE WORK ORDER UNTIL COUNTY RECEIVES THIS EXECUTED DOCUMENT.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

COUNTY'S ADMINISTRATION OF MASTER AGREEMENT

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY ENTERPRISE SERVICES MASTER AGREEMENT ADMINISTRATOR (ESMA ADMINISTRATOR):

Name: ESMA Administrator
Address: 350 S. Figueroa St., Suite 188
Los Angeles, CA 90071
Telephone: 213-253-5625
Facsimile: 213-633-4733
E-Mail Address: esmaadmin@cio.lacounty.gov

COUNTY WORK ORDER PROJECT MANAGER:

(This section will be completed by the County Departmental Work Order Project Manager assigned to the specific Work Order executed under this Agreement)

Name: _____
Title: _____
Address: _____

Telephone: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

Master Agreement No. _____

Work Order No. _____

CONTRACTOR'S NAME**CONTRACTOR'S PROJECT DIRECTOR:**

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Contractor's EEO Certification

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Enterprise Services Master Agreement (ESMA or Master Agreement) with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement, for itself and on behalf of Contractor Staff, as defined below.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor Personnel, Consultants, employees, consultants, outsourced vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

_____ By initialing here, Contractor agrees that the Deliverables acquired by County under this Work Order are County IP, as defined in the Master Agreement, and subject to the Copyright Assignment Agreement below.

START OF COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all Deliverables developed or acquired under this ESMA Work Order by County in whole or in part pursuant to the above referenced ESMA, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County.

In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright of such Deliverables.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

END OF COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

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8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, including by the Health Information Technology for Economic & Clinical Health Act of ("HITECH Act") of the America Recovery and Reinvestment Act of 2009 (collectively "HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that may require Contractor in order to provide such functions, activities or services to access, receive, maintain, and/or transmit information that includes Protected Health Information, as defined by the HIPAA Rules. As such, Contractor may act as a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates. County acknowledges that Contractor may act in a capacity other than as a business associate and that this Business Associate Agreement only applies to the extent that Contractor is acting as a business associate for County.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules. This Business Associate Agreement (Exhibit H) is hereby incorporated by reference into the Enterprise Services Master Agreement ("ESMA") Contract Number (Insert Contract Number) and shall apply to Work Order (Insert Work Order number) issued thereunder. This Business Associate Agreement shall be applicable solely to Protected Health Information (i) received by Contractor from County or (ii) received or maintained by Contractor on behalf of County.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

1.1 "**Breach**" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

"**Business Associate**" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

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- 1.2 “Covered Entity” has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” shall mean County.
- 1.3 “Data Aggregation” has the same meaning as the term “data aggregation” at 45 C.F.R. § 164.501.
- 1.4 “De-identification” refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.5 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.
- 1.6 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.7 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.8 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.9 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.10 “Health Care Operations” has the same meaning as the term “health care operations” at 45 C.F.R. § 164.501.
- 1.11 “Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health

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Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.12 “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.
- 1.13 “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 162.502(b).
- 1.14 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.
- 1.15 “Required by Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.
- 1.16 “Secretary” has the same meaning as the term “secretary” at 45 C.F.R. § 160.103
- 1.17 “Security Incident” has the same meaning as the term “security incident” at 45 C.F.R. § 164.304.
- 1.18 “Services” means, unless otherwise specified, those functions, activities, or services in the Work Order issued under the Enterprise Services Master Agreement that give rise to Contractor’s status as a Business Associate. Such functions, activities, or services by way of example, may include system implementation whereby any and all data remains on Covered Entity’s premises, behind Covered Entity’s firewalls, and in Covered Entity’s secured area. Services are not intended by the parties to include by way of example the hosting of Covered Entity’s Protected Health Information outside of the Covered Entity’s premises or other similar functions, services, or activities that are outside of the scope of the Enterprise Services Master Agreement.
- 1.19 “Subcontractor” has the same meaning as the term “subcontractor” at 45 C.F.R. § 160.103.
- 1.20 “Enterprise Services Master Agreement” means that certain ESMA Contract Number specified above.

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- 1.21 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” at 45 C.F.R. § 164.402.
- 1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.

Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services or upon the written approval of Covered Entity.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity’s applicable Minimum Necessary policies and procedures, which have been provided to Business Associate in writing.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity’s Health Care Operations if such Data Aggregation services are necessary in order to provide Services or upon the written approval of Covered Entity.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate may not create or transmit County Protected Health Information.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.4 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement and the Parties agree that no additional safeguards beyond Business Associate's compliance with 45 CFR Part 160 and Subparts A and C of Part 164 are necessary under this Business Associate Agreement unless specifically specified in writing by the applicable Work Order.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement and the Parties agree that no additional safeguards beyond Subpart C of 45.C.F.R. Part 164 are to be implemented under this Business Associate Agreement unless specifically specified in writing by the applicable Work Order.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

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- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, its representatives, its agents, its workforce or its Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make a telephonic report as promptly as possible and without unreasonable delay upon discovery by Business Associate but in no event more than five (5) business days from such discovery of an actual non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes, to the extent known:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than ten (10) business days from the date of final determination by Business Associate's authorized executive of an actual, non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration,**

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500 West Temple Street, Suite 525, Los Angeles, California 90012,
HIPAA@auditor.lacounty.gov, that includes, to the extent known:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other reasonable information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing, if anything, to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a Law Enforcement Official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the Law Enforcement Official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

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- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the Law Enforcement Official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 Business Associate shall not use any Subcontractor as defined in 45 C.F.R. § 160.103, and Business Associate shall not permit any subcontractor to create, receive, maintain, or transmit County Protected Health Information on behalf of Business Associate with respect to the Services performed, without the prior written approval of the Covered Entity. In the event that Covered Entity approves the use of a Subcontractor, Business Associate shall comply with the provisions of this Section 6.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the Enterprise Master Services Agreement and/or Work Order.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT**7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its Subcontractors in a Designated Record Set, and only to the extent that Business Associate maintains such Designated Record Set, Business Associate shall, after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Covered Entity so that Covered Entity can respond to any requests by Individuals(s) or other person(s) designated by Covered Entity with a copy of the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 and California Health and Safety Code section 123110. The Parties agree that the provision of Services by Business Associate does not require Business Associate to maintain Protected Health Information in a Designated Record Set.
- 7.2 If any Individual requests access to or an amendment of Protected Health Information directly from Business Associate or its Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request so that Covered Entity may respond directly to the Individual regarding such request. If Business Associate receives notice that Covered Entity has not timely i) provided access to Individuals requesting access, ii) made amendments to Protected Health Information requested by Individuals, or iii) provided an accounting to Individuals requesting an accounting of disclosure of Protected Health Information, then, Business Associate may respond directly to any such Individuals who ask Business Associate for such access, amendment, or accounting. In such event, Business Associate will notify Covered Entity and Covered Entity will cooperate with Business Associate and shall reimburse Business Associate for all costs and expenses related to any such access granted, amendments made, or accounting provided by Business Associate. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide Covered Entity with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the parties, so that Covered Entity may respond directly to the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its Subcontractors in a Designated Record Set, and only to the extent that Business Associate maintains such Designated Record Set, Business Associate shall, within twenty (20) calendar days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

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- 8.2 The Parties agree that the provision of Services by Business Associate does not require Business Associate to maintain Protected Health Information in a Designated Record Set.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure, unless a shorter period is permitted under the HIPAA Rules.

- 9.2 Business Associate shall provide to Covered Entity, within twenty (20) calendar days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

10. COMPLIANCE WITH APPLICABLE LAW

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 The parties agree that the provision of Services by Business Associate does not require Business Associate to carrying out any of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall promptly notify Covered Entity of any requests made by the Secretary.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable and commercially reasonable, any harmful cause of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide available relevant information to the Covered Entity in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify Covered Entity, if such information is available, of the names of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The information provided by Business Associate to Covered Entity shall be written in plain language and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT

- (e) Contact procedures for Covered Entity to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, shall determine whether to and the time and manner of the notification referenced in Section 13.1.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, which Covered Entity was legally required to incur in complying with Subpart D of 45 C.F.R. Part 164, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; the foregoing expenses shall be considered direct damages but shall be subject to the limitation of direct damages set forth in the Enterprise Services Master Agreement.

14. INDEMNIFICATION

- 14.1. Notwithstanding any provision of this Business Associate Agreement to the contrary, whether expressly or by implication and subject to the provisions of the limitation of liability in the Enterprise Master Services Agreement, Business Associate shall indemnify and hold harmless Covered Entity and its officers and employees by defending Covered Entity and its officers and employees and paying all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees, that a court of competent jurisdiction finally awards against Covered Entity and/or its officers and/or employees or that are included in a settlement approved in writing by Business Associate for all claims related to Business Associate's unauthorized disclosure, misuse or other misappropriation of Covered Entity's Protected Health Information, that is accessible to Business Associate under the Enterprise Master Services Agreement and Work Order, in violation of its obligations under this Business Associate Agreement, provided that Business Associate is provided written notice of the alleged breach and, if feasible, an opportunity to cure the violation within thirty (30) days, or such longer period as agreed to by the parties. The foregoing indemnity shall be subject to and contingent upon the following: (a) Business Associate has received from the indemnified party prompt written notice of any such claim; and (b) Business Associate shall provide and have the right to control the defense of any such claims at its sole cost and expense.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

15.3 42 U.S.C. §17935(b), Covered Entity shall limit its use, disclosures and requests of Protected Health Information to Business Associate to the Minimum Necessary to accomplish the Services Business Associate is performing for Covered Entity.

16. TERM

16.1 Unless modified by Work Order or sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of Enterprise Master Services Agreement. This Business Associate Agreement is hereby incorporated by reference into such Enterprise Services Master Agreement.

16.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 14 and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the Enterprise Services Master Agreement, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the Enterprise Services Master Agreement, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

Except as provided in Section 18.4, upon the completion of Services under a Work Order, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.3, all Protected Health Information received from Covered Entity, or maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information, except as expressly permitted or required herein.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT

- 18.1 Except as provided in Section 18.4, upon the termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.3, all Protected Health Information received from Covered Entity, or maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information, except as expressly permitted or required herein.

Destruction for purposes of Sections 18.1 and 18.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.2 Notwithstanding Sections 18.1 and 18.2, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.2.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.2.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.3 Business Associate shall ensure that all Protected Health Information maintained, or received by any Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.3.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT**19. AUDIT, INSPECTION AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the Enterprise Master Services Agreement, as provided for in section 18.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the Enterprise Master Services Agreement.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Cover Entity's Inspection and/or Audit and/or similar review rights in the applicable Enterprise Master Services Agreement.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

ESMA HIPAA BUSINESS ASSOCIATE AGREEMENT

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the Enterprise Master Services Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the Enterprise Master Services Agreement. In the event that a provision of this Business Associate Agreement is contrary to a provision of the Work Order that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control, unless a provision of the Work Order affords an Individual greater privacy rights, imposes heightened privacy or security protections for Protected Health Information, or provides for more stringent privacy or security requirements.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is reasonably necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

The effective date of this Business Associate Agreement is _____, 201__.

(Insert ESMA Contract Number and ESMA Work Order Number)

COUNTY OF LOS ANGELES	
COUNTY DEPARTMENT	CONTRACTOR
Signed: _____	Signed: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



HOA.1599578.1HOA.1361865.1

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

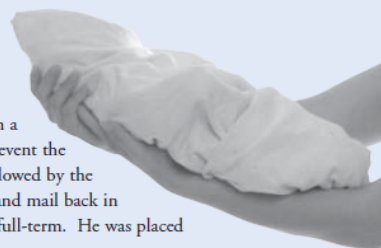
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



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Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

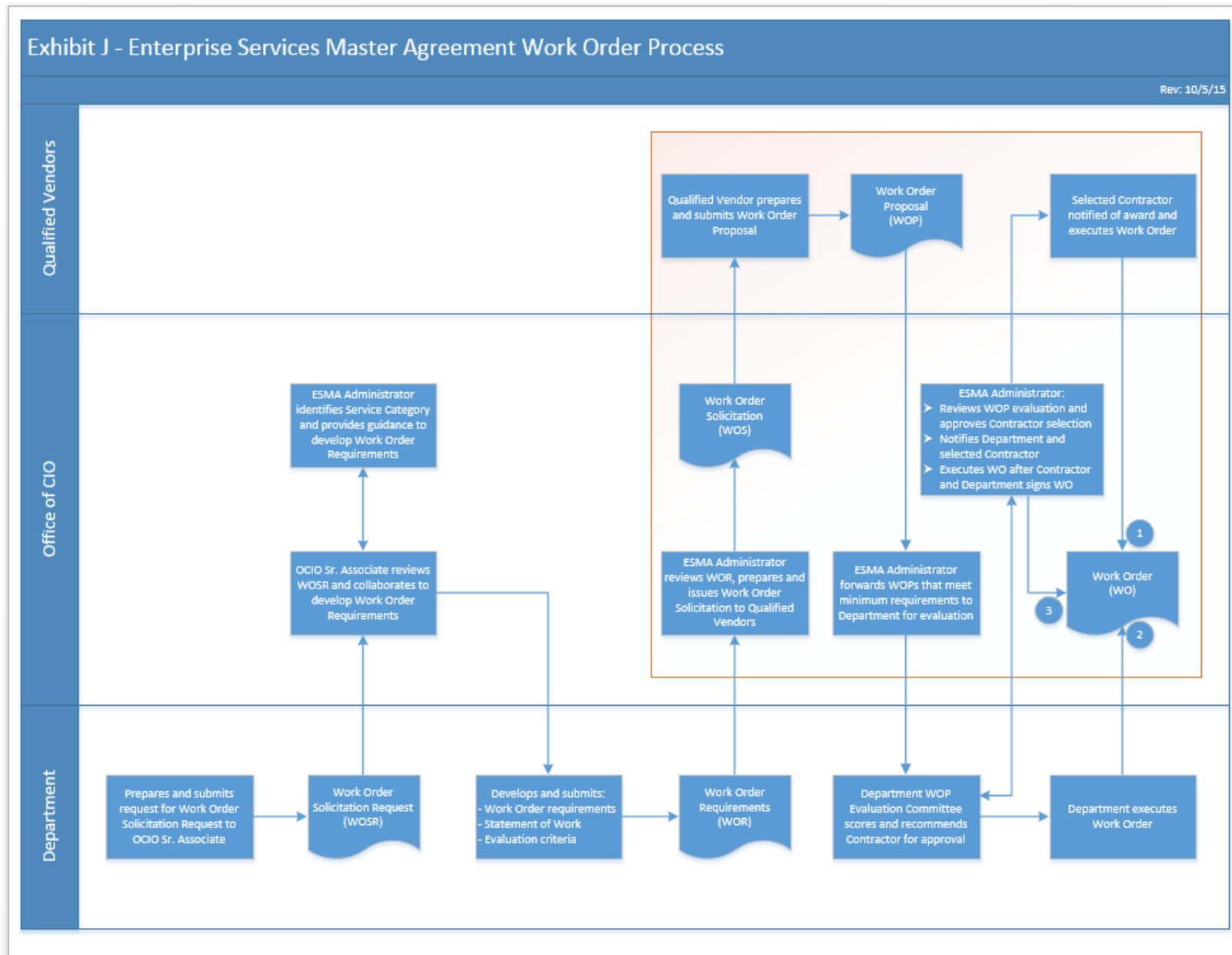
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



HOA.1599578.1HOA.1361865.1

ESMA WORK ORDER REQUEST, SOLICITATION, AWARD AND EXECUTION PROCESSES DIAGRAM



EVALUATION PROCESS FOR CERTAIN WORK ORDER SOLICITATIONS

Any Work Order Solicitation where the evaluation considers factor(s) **other than the lowest cost** shall be subject to the following additional requirements.

1. **Protest Policy Review Process.** Any Qualified Contractor that submits a complete and valid response to a Work Order Solicitation ("Qualified Proposer") shall have the following additional rights. It is the responsibility of the Qualified Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the Work Order Solicitation process to justify invalidation of a proposed Work Order award. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of any Work Order based on a protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so. Unless state or federal statutes or regulations otherwise provide, the grounds for the additional review provided in this Exhibit K are limited to a review of the proposed Contractor selection as more fully described below.
2. **Debriefing.** Upon completion of the evaluation, the OCIO shall notify the remaining Qualified Proposer(s) in writing that the OCIO is going to award the Work Order to another Qualified Proposer. Upon receipt of the letter, any non-selected Qualified Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the OCIO's sole discretion, be denied if the request is not received within the specified timeframe. The purpose of the Debriefing is to compare the requesting Qualified Proposer's response to the Work Order Solicitation document with the evaluation document. The requesting Qualified Proposer shall be debriefed only on its response. Because the Work Order has not been awarded and executed, responses from other Qualified Proposers shall not be discussed, although OCIO may inform the requesting Qualified Proposer of its relative ranking. During or following the Debriefing, the OCIO will instruct the requesting Qualified Proposer of the manner and timeframe in which the requesting Qualified Proposer must notify the OCIO of its intent to request a Proposed Contractor Selection Review, if the requesting Qualified Proposer is not satisfied with the results of the Debriefing.
3. **Proposed Contractor Selection Review.** Any Qualified Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section 3 may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the OCIO. A request for a Proposed Contractor Selection Review may, in the OCIO's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a) The person or entity requesting a Proposed Contractor Selection Review is the Qualified Proposer;
 - b) The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the OCIO);
 - c) The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - (i) The Department materially failed to follow procedures specified in its Work Order Solicitation document. This includes: (A) Failure to correctly apply the standards for reviewing the proposal format requirements.

EVALUATION PROCESS FOR CERTAIN WORK ORDER SOLICITATIONS

(B) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document. (C) Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

(ii) The OCIO made identifiable mathematical or other errors in evaluating proposals, resulting in the Qualified Proposer receiving an incorrect score and not being selected as the recommended Contractor.

(iii) A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

(iv) Another basis for review as provided by state or federal law; and

d) The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Qualified Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the OCIO representative shall issue a written decision to the Qualified Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Work Order is awarded. The written decision shall additionally instruct the Qualified Proposer of the manner and timeframe for requesting a County Independent Review.

4. County Independent Review Process. Any Qualified Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the OCIO in the OCIO's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- (a) The person or entity requesting a County Independent Review is the Qualified Proposer;
- (b) The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the OCIO); and
- (c) The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the OCIO's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3 above.

Upon completion of the County Independent Review, the County's Internal Services Department will forward the report to the OCIO, which will provide a copy to the Qualified Proposer.

APPENDIX E: CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (Please Print)

APPENDIX F: CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

NAME: _____

TITLE: _____

Address: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

NAME: _____

TITLE: _____

Address: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

NAME: _____

TITLE: _____

Address: _____

TELEPHONE: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

NAME: _____

TITLE: _____

Address: _____

TELEPHONE: _____

E-Mail Address: _____

APPENDIX G: COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

APPENDIX H: DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- ☐ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- ☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

APPENDIX I: REQUEST FOR A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor's Name:	Date of Request:
----------------	------------------

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions** - may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

Attach supporting documentation describing each area contested, Vendor must explain in detail the factual reasons for the requested review.

Request submitted by:

(Name)

(Title)

<i>For County Use Only</i>	
Date of ESMA solicitation: _____	Date Request received: _____
Date Response sent: _____	
Results of County review:	

APPENDIX J: BOARD POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX K: CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

Appendix K: Contractor Employee Jury Service Ordinance

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions

- A. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

Appendix K: Contractor Employee Jury Service Ordinance

- B. Compliance Certification.** At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX L: DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

Appendix L: Defaulted Property Tax Reduction Program

- E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
- G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

Appendix L: Defaulted Property Tax Reduction Program

- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

Appendix L: Defaulted Property Tax Reduction Program

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX M: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website: <http://doingbusiness.lacounty.gov/debarmentlist.htm>.

APPENDIX N: SAFELY SURRENDERED BABY LAW

See Exhibit I of Appendix D (Enterprise Services Master Agreement (ESMA)) for information regarding the County's Safely Surrendered Baby Law

APPENDIX O: IRS NOTICE 1015

Current version is available at the IRS website: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 205991

ESMA List of Qualified Contractors

1. ShareSquared:
 - a. Category 1: IT Strategic Planning and Enterprise Architecture Planning
 - b. Category 4: Technical Consulting: Microsoft Office 365 and SharePoint for collaboration services
2. CorpInfo:
 - a. Category 1: IT Strategic Planning and Enterprise Architecture Planning
 - b. Category 2: Project Management
 - c. Category 4: Technical Consulting: Microsoft Office 365 and SharePoint for collaboration services
3. Nexlogica:
 - a. Category 1: IT Strategic Planning and Enterprise Architecture Planning
 - b. Category 2: Project Management
 - c. Category 4: Technical Consulting: EMC Document Management for enterprise content management
 - d. Category 4: Technical Consulting: Microsoft Office 365 and SharePoint for collaboration services
4. IMP Solutions:
 - a. Category 4: Technical Consulting: Adobe Experience Manager for electronic forms and workflow
5. Latitude Geographics:
 - a. Category 4: Technical Consulting: ESRI ArcGIS for geospatial information services
6. 4 Point Solutions:
 - a. Category 4: Technical Consulting: Adobe Experience Manager for electronic forms and workflow
7. Wave Technologies:
 - a. Category 1: IT Strategic Planning and Enterprise Architecture Planning
 - b. Category 2: Project Management
 - c. Category 4: Technical Consulting: EMC Document Management for enterprise content management
 - d. Category 4: Technical Consulting: Microsoft Office 365 and SharePoint for collaboration services
 - e. Category 6: Information Management and Data Integration: Develop information management strategies, architectures and roadmaps
 - f. Category 6: Information Management and Data Integration: Develop data integration strategies and implementation
8. VivanTech:
 - a. Category 1: IT Strategic Planning and Enterprise Architecture Planning
 - b. Category 2: Project Management
 - c. Category 6: Information Management and Data Integration: Develop data integration strategies and implementation
9. Adobe:
 - a. Category 4: Technical Consulting: Adobe Experience Manager for electronic forms and workflow

ESMA Category Legend:

The categories for the proposed for Enterprise Services Master Agreement are:

Category 1: IT Strategic Planning and Enterprise Architecture Planning

Category 2: Project Management

Category 3: Requirements Analysis and Solicitation Development

Category 4: Technical Consulting

- EMC Document Management for enterprise content management;
- Adobe Experience Manager for electronic forms and workflow;
- IBM WebSphere Portal for web content management and portals;
- IBM Information Server and InfoSphere Master Data Management;
- IBM Cognos for business intelligence and reporting;
- ESRI ArcGIS for geospatial information services;
- Microsoft Office 365 and SharePoint for collaboration services; and
- CGI Advantage for application interface and integration services using Web services and XML technologies.

Category 5: Information Security

Category 6: Information Management and Data Integration

- Develop information management strategies, architectures and roadmaps;
- Develop enterprise data management solutions including:
- Develop data integration strategies and implementation
- Develop enterprise data store(s) architecture and strategy including
- Develop enterprise data analytics solutions including